



## AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

5  
8/31/20  
AL

Department: IT

**WORK SESSION** ☒ **Meeting Date:** AUGUST 3, 2020

**REGULAR AGENDA** ☒ **Meeting Date:** AUGUST 4, 2020

**Required originals approved and attached?** ☒  
**Will be provided on:**

### Item summary:

- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # <b>411.20.003</b> |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation   | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance  | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

### Executive summary:

Working with consultant, CDW-G, the Clallam County Information Technology Department has identified a number of critical systems that need to be updated or replaced. The collection of projects listed in the attached table will bring these systems up to current, vendor-supported, levels, ensuring a stable, reliable, and effective technology environment. (CDW-G SOWs attached)

**Budgetary impact:** (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Budget Change forms are in process, to be approved in August.

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?)

I.T. department recommends Board approve attached Statements of Work.

**County Official signature & print name:**   
Greg Helwick, Interim I.T. Director

**Name of Employee/Stakeholder attending meeting:** Greg Helwick

**Relevant Departments:** Information Technology

**Date submitted:** JULY 29, 2020

\* Work Session Meeting - Submit 1 single sided/not stapled copy  
\*\* Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

# CDW Projects Summary

Project Name	Project Description	Purchases (Quotes) Without Sales Tax	Services (SOWs) Without Sales Tax	Total Cost Without Sales Tax	Estimated Sales Tax	Total Cost With Sales Tax	Potential CARES Funding	Net Cost With Sales Tax	CJIS Item
Network Services	Complete wired network upgrades, and Wi-Fi deployment including access to internal County resources and County staff, and open public Wi-Fi.	\$ 118,654.41	\$ 90,580.00	\$ 209,234.41	\$ 18,412.63	\$ 227,647.04	\$ 127,674.69	\$ 99,972.35	Yes
Cisco ISE Services	Required authentication system for Wi-Fi, Remote Access, and Network Devices Access.	\$ 23,316.00	\$ 37,405.00	\$ 60,721.00	\$ 5,343.45	\$ 66,064.45	\$ 60,721.00	\$ 5,343.45	Yes
Cisco Firewall Migration	Complete Internet, internal, and Intergovernmental Network (IGN) Firewall upgrades and consolidation.	\$ 27,903.63	\$ 35,777.50	\$ 63,681.13	\$ 5,603.94	\$ 69,285.07	\$ 63,681.13	\$ 5,603.94	Yes
Active Directory Health Check and Upgrade	Prepare to, and upgrade, Active Directory, which supplies security and other services to the entire Windows environment.	\$ -	\$ 29,870.00	\$ 29,870.00	\$ 2,628.56	\$ 32,498.56	\$ -	\$ 32,498.56	Yes
O365 Roadmap	Evaluate the Office 365 platform and develop Business, Technical, and Migration roadmaps as needed.	\$ -	\$ 23,490.00	\$ 23,490.00	\$ 2,067.12	\$ 25,557.12	\$ -	\$ 25,557.12	No
Nutanix Install PRD Servers (Hyperconverged Infrastructure)	Acquire and install new combined compute, storage, and network hardware to support nearly all internal virtual servers.	\$ 283,920.00	\$ 6,700.00	\$ 290,620.00	\$ 25,574.56	\$ 316,194.56	\$ -	\$ 316,194.56	Yes
Nutanix Install DMZ Servers (Hyperconverged Infrastructure)	Acquire and install new combined compute, storage, and network hardware to support Internet-facing virtual servers including the Clallam County web site and remote work capabilities.	\$ 109,600.00	\$ 6,700.00	\$ 116,300.00	\$ 10,234.40	\$ 126,534.40	\$ -	\$ 126,534.40	Yes
Nutanix Install VDI Servers (Hyperconverged Infrastructure)	Acquire and install new combined compute, graphics, storage, and network hardware to support a new virtual desktop (VDI) environment.	\$ 628,450.04	\$ 56,760.00	\$ 685,210.04	\$ 60,298.48	\$ 745,508.52	\$ 740,514.64	\$ 4,993.88	Yes
VDI Professional Services	Design, configure, and deploy Virtual Desktop Environment.								
VMware Install PRD Servers (Nutanix)	Install and configure VMware's hypervisor to provide for management, configuration, and hosting of internal virtual servers.	\$ -	\$ 21,890.00	\$ 21,890.00	\$ 1,926.32	\$ 23,816.32	\$ -	\$ 23,816.32	Yes
VMware Install DMZ Servers (Nutanix)	Install and configure VMware's hypervisor to provide for management, configuration, and hosting of Internet-facing virtual servers.	\$ -	\$ 11,130.00	\$ 11,130.00	\$ 979.44	\$ 12,109.44	\$ -	\$ 12,109.44	Yes
VMware Install VDI Servers (Nutanix)	Install and configure VMware's hypervisor to provide for hosting the new virtual desktop (VDI) environment..	\$ -	\$ 11,170.00	\$ 11,170.00	\$ 982.96	\$ 12,152.96	\$ 11,170.00	\$ 982.96	Yes

# CDW Projects Summary

Project Name	Project Description	Purchases (Quotes) Without Sales Tax	Services (SOWs) Without Sales Tax	Total Cost Without Sales Tax	Estimated Sales Tax	Total Cost With Sales Tax	Potential CARES Funding	Net Cost With Sales Tax	CJIS Item
Data Migrations	Migrate server virtual machine files from current storage area network to the new Nutanix environments.	\$ -	\$ 25,915.00	\$ 25,915.00	\$ 2,280.52	\$ 28,195.52	\$ -	\$ 28,195.52	Yes
Email Archiving Solution	Evaluation and selection of an appropriate email archiving solution, to include identifying requirements and soliciting vendor proposals.	\$ -	\$ 37,025.00	\$ 37,025.00	\$ 3,258.20	\$ 40,283.20	\$ -	\$ 40,283.20	No
Windows 10 Deployment	Design, plan for, develop deployment mechanism, and deploy up to 200 physical Window 10 computers. Work will also be leveraged in the virtual desktop Windows 10 deployment.	\$ -	\$ 67,585.00	\$ 67,585.00	\$ 5,947.48	\$ 73,532.48	\$ -	\$ 73,532.48	Yes
Web Designer Content Management	Evaluation and selection of an appropriate Web platform, internal and external, to include identifying requirements and soliciting vendor proposals.	\$ -	\$ 37,025.00	\$ 37,025.00	\$ 3,258.20	\$ 40,283.20	\$ -	\$ 40,283.20	No
Permit Planning Project	Evaluation and selection of an appropriate application to replace Permit Plan, to include identifying requirements and soliciting vendor proposals.	\$ -	\$ 37,025.00	\$ 37,025.00	\$ 3,258.20	\$ 40,283.20	\$ -	\$ 40,283.20	No
Engagement Manager	Provides for CDW manager to oversee all projects.	\$ -	\$ 26,000.00	\$ 26,000.00	\$ 2,288.00	\$ 28,288.00	\$ -	\$ 28,288.00	No
Staff Augmentation (6 month, \$30k limit)	To be used to provide for unanticipated need for CDW resources related to these projects.	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 2,640.00	\$ 32,640.00	\$ -	\$ 32,640.00	No
Arctic Wolf (~\$61,590 + Sales Tax per year)	Managed Detection and Response service to watch network and systems for indications of compromise with notification of compromise when identified.	\$ 68,290.00	\$ -	\$ 68,290.00	\$ 6,009.52	\$ 74,299.52	\$ -	\$ 74,299.52	Yes
Total IT Infrastructure		\$ 1,260,134.08	\$ 592,047.50	\$ 1,852,181.58	\$ 162,991.98	\$ 2,015,173.56	\$ 1,003,761.46	\$ 1,011,412.10	
Existing Capital Line "Bladeserver Hardware to Replace"		\$ 250,000.00							
Net Total IT Infrastructure		\$ 1,010,134.08	\$ 592,047.50	\$ 1,602,181.58	\$ 162,991.98	\$ 1,765,173.56	\$ 1,003,761.46	\$ 761,412.10	
March/April Firewall Already Purchased/Spent		\$ 30,740.57	\$ 4,685.05	\$ 35,425.62			\$ 35,425.62	\$ -	Yes
CDW Total							\$ 1,039,187.08		

# CDW Projects Summary

Project Name	Project Description	Purchases (Quotes) Without Sales Tax	Services (SOWs) Without Sales Tax	Total Cost Without Sales Tax	Estimated Sales Tax	Total Cost With Sales Tax	Potential CARES Funding	Net Cost With Sales Tax	CJIS Item
The following costs are not included in the agenda item but are shown here for reference.									
Courtroom Overhaul	Superior Courtroom 1	\$ 72,310.00	\$ -	\$ 72,310.00	\$ 6,363.28	\$ 78,673.28	\$ -	\$ 78,673.28	No
(Services Included)	Superior Courtroom 2	\$ 72,310.00	\$ -	\$ 72,310.00	\$ 6,363.28	\$ 78,673.28	\$ -	\$ 78,673.28	No
	Family Courtroom	\$ 75,558.34	\$ -	\$ 75,558.34	\$ 6,649.13	\$ 82,207.47	\$ -	\$ 82,207.47	No
	District I Courtroom	\$ 115,964.99	\$ -	\$ 115,964.99	\$ 10,204.92	\$ 126,169.91	\$ -	\$ 126,169.91	No
	District 2 Courtroom	\$ 72,500.00	\$ -	\$ 72,500.00	\$ 6,380.00	\$ 78,880.00	\$ -	\$ 78,880.00	No
	County Jail	\$ 15,688.33	\$ -	\$ 15,688.33	\$ 1,380.57	\$ 17,068.90	\$ -	\$ 17,068.90	No
	Juvenile Services (Cart)	\$ 15,688.33	\$ -	\$ 15,688.33	\$ 1,380.57	\$ 17,068.90	\$ -	\$ 17,068.90	No
	Juvenile Services (Static)	\$ 12,088.33	\$ -	\$ 12,088.33	\$ 1,063.77	\$ 13,152.10	\$ -	\$ 13,152.10	No
	Total Courtroom Overhaul	\$ 452,108.32	\$ -	\$ 452,108.32	\$ 39,785.53	\$ 491,893.85	\$ -	\$ 491,893.85	
Grand Total IT Infrastructure & Courtroom Overhaul									
		\$ 1,462,242.40	\$ 592,047.50	\$ 2,054,289.90	\$ 202,777.51	\$ 2,257,067.41	\$ 1,003,761.46	\$ 1,253,305.95	



# Quotes

Customer Name:  
Project Name:  
Created On: 7/21/2020  
Expires On: 8/20/2020  
Created By: Greg Fennell  
Email: gregfen@cdwg.com



CDW  
One CDW Way  
200 N. Milwaukee Ave  
Vernon Hills, IL 60061

Line	EDC	Part Number	Description	Service Duration	Lead Time Days	Unit List Price	Qty	Unit Net Price	Extended Net Price
<b>Core Switch</b>									
< 1 >	4727369	C9500-40X-A	Catalyst 9500 40-port 10Gig switch Network Advantage	---	35	\$ 26,254.99	2	\$ 12,602.40	\$ 25,204.79
< 1.0.1 >	4727375	CON-SSSNT-C95004XA	SOLN SUPP 8X5XNBD Catalyst 9500 40-port 10Gig switch Netw	12	n/a	\$ 2,165.28	2	\$ 1,623.96	\$ 3,247.92
< 1.1 >	Incl.	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	6	\$ -	2	\$ -	\$ -
< 1.2 >	Incl.	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	---	28	\$ -	6	\$ -	\$ -
< 1.2.0.1 >	Incl.	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	n/a	\$ -	6	\$ -	\$ -
< 1.3 >	Incl.	S9500UK9-169	UNIVERSAL	---	14	\$ -	2	\$ -	\$ -
< 1.4 >	Incl.	C9500-NW-A	C9500 Network Stack Advantage	---	14	\$ -	2	\$ -	\$ -
< 1.5 >	4727382	C9500-NM-2Q	Cisco Catalyst 9500 2 x 40GE Network Module	---	21	\$ 4,100.00	2	\$ 1,968.00	\$ 3,936.00
< 1.6 >	Incl.	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	---	21	\$ -	2	\$ -	\$ -
< 1.7 >	4712845	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	---	21	\$ 2,100.00	2	\$ 1,008.00	\$ 2,016.00
< 1.8 >	Incl.	CAB-TA-NA	North America AC Type A Power Cable	---	14	\$ -	4	\$ -	\$ -
< 1.9 >	Incl.	C9500-DNA-40X-A	C9500 DNA Advantage Term licenses	---	14	\$ -	2	\$ -	\$ -
< 1.10 >	4712847	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	36	n/a	\$ 12,100.00	2	\$ 5,808.00	\$ 11,616.00
								C9500-40X-A	\$ 46,020.71
<b>For VSS/Stackwise Virtual Interconnect</b>									
< 2 >	2687545	QSFP-H40G-CU1M=	40GBASE-CR4 Passive Copper Cable 1m	---	14	\$ 273.00	2	\$ 136.50	\$ 273.00
								QSFP-H40G-CU1M	\$ 273.00
<b>For VSS/Stackwise Virtual Keep Alive</b>									
< 3 >	1756480	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	---	14	\$ 109.00	2	\$ 65.40	\$ 130.80
								SFP-H10GB-CU1M	\$ 130.80
<b>Direct Attach to Nexus 5548s</b>									
< 4 >	2458333	SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	---	14	\$ 110.00	4	\$ 60.00	\$ 240.00
								SFP-H10GB-CU3M	\$ 240.00
<b>Copper Optics To Firewalls</b>									
< 5 >	3832761	GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	---	14	\$ 471.00	4	\$ 235.50	\$ 942.00
								GLC-TE=	\$ 942.00
<b>DMZ Switches 4 x 10Gb Each</b>									
< 6 >	5440237	C9200-48T-A	Catalyst 9200 48-port data only Network Advantage	---	14	\$ 4,220.00	2	\$ 2,025.60	\$ 4,051.20
< 6.0.1 >	EDC-Not-Found	CON-SSSNT-C920048T	SOLN SUPP 8X5XNBD Catalyst 9200 48-port data only Network	12	n/a	\$ 347.00	2	\$ 260.25	\$ 520.50
< 6.1 >	Incl.	C9200-NW-A-48	C9200 Network Advantage 48-port license	---	14	\$ -	2	\$ -	\$ -
< 6.2 >	EDC-Not-Found	PWR-C6-125WAC/2	125W AC Config 6 Power Supply - Secondary Power Supply	---	14	\$ 787.50	2	\$ 378.00	\$ 756.00
< 6.3 >	Incl.	CAB-TA-NA	North America AC Type A Power Cable	---	14	\$ -	4	\$ -	\$ -
< 6.4 >	Incl.	C9200-DNA-A-48	C9200 Cisco DNA Advantage 48-Port Term Licenses	---	14	\$ -	2	\$ -	\$ -
< 6.4.0.1 >	5439256	C9200-DNA-A-48-3Y	C9200 Cisco DNA Advantage 48-Port 3 Year Term License	36	n/a	\$ 3,770.00	2	\$ 1,809.60	\$ 3,619.20
< 6.5 >	Incl.	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	---	28	\$ -	2	\$ -	\$ -
< 6.5.0.1 >	Incl.	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	n/a	\$ -	2	\$ -	\$ -
< 6.6 >	5392287	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module	---	14	\$ 1,312.50	2	\$ 630.00	\$ 1,260.00
< 6.7 >	Incl.	STACK-T4-50CM	50CM Type 4 Stacking Cable	---	14	\$ -	2	\$ -	\$ -
< 6.8 >	Incl.	C9200-STACK	Catalyst 9200 Stack Module	---	14	\$ -	4	\$ -	\$ -
< 6.9 >	Incl.	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	6	\$ -	2	\$ -	\$ -
< 6.10 >	EDC-Not-Found	C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	---	14	\$ 2,000.00	2	\$ 960.00	\$ 1,920.00
								C9200-48T-A	\$ 12,126.90

Basement Mechanical											
< 7 >	EDC-Not-Found	C1000-16FP-2G-L	Catalyst 1000 16port GE Full POE 2x1G SFP	---	15	\$	2,390.00	1	\$	1,147.00	\$ 1,147.00
< 7.0.1 >	EDC-Not-Found	CON-SSSNT-C10016LG	SOLN SUPP 8X5XNBD Catalyst 1000 16port GE Full POE 2x1G	12	n/a	\$	196.00	1	\$	147.00	\$ 147.00
< 7.1 >	Incl.	CAB-16AWG-AC	AC Power cord 16AWG	---	7	\$	-	1	\$	-	\$ -
< 7.2 >	Incl.	PWR-CLP	Power Retainer Clip For 3560-C 2960-L & C1000 Switches	---	14	\$	-	1	\$	-	\$ -
										C1000-16FP-2G-L	\$ 1,294.00
Jamestown Klamath Law											
< 8 >	3506953	ISR4321-SEC/K9	Cisco ISR 4321 Sec bundle w/SEC license	---	28	\$	3,482.00	1	\$	1,671.36	\$ 1,671.36
< 8.0.1 >	4728007	CON-SSSNT-ISR4321S	SOLN SUPP 8X5XNBD Cisco ISR 4321 Sec bundle w/SEC license	12	n/a	\$	543.21	1	\$	407.41	\$ 407.41
< 8.1 >	Incl.	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	---	28	\$	-	1	\$	-	\$ -
< 8.2 >	3767000	FL-4320-HSEC-K9	U.S. Export Restriction Compliance license for 4320 series	---	28	\$	700.00	1	\$	336.00	\$ 336.00
< 8.3 >	3698277	NIM-ES2-8	8-port Layer 2 GE Switch Network Interface Module	---	28	\$	910.00	1	\$	436.80	\$ 436.80
< 8.4 >	Incl.	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	---	28	\$	-	1	\$	-	\$ -
< 8.5 >	Incl.	CAB-AC-C5	AC Power Cord Type C5 US Canada	---	7	\$	-	1	\$	-	\$ -
< 8.6 >	Incl.	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	---	28	\$	-	1	\$	-	\$ -
< 8.7 >	Incl.	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	---	28	\$	-	1	\$	-	\$ -
< 8.8 >	Incl.	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	---	28	\$	-	1	\$	-	\$ -
< 8.9 >	Incl.	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	---	28	\$	-	1	\$	-	\$ -
< 9.10 >	Incl.	SISR4300UK9-166	Cisco ISR 4300 Series IOS XE Universal	---	28	\$	-	1	\$	-	\$ -
										ISR4321-SEC/K9	\$ 2,851.57
Clallam Bay											
< 9 >	3506953	ISR4321-SEC/K9	Cisco ISR 4321 Sec bundle w/SEC license	---	28	\$	3,482.00	1	\$	1,671.36	\$ 1,671.36
< 9.0.1 >	4728007	CON-SSSNT-ISR4321S	SOLN SUPP 8X5XNBD Cisco ISR 4321 Sec bundle w/SEC license	12	n/a	\$	543.21	1	\$	407.41	\$ 407.41
< 9.1 >	Incl.	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	---	28	\$	-	1	\$	-	\$ -
< 9.2 >	3767000	FL-4320-HSEC-K9	U.S. Export Restriction Compliance license for 4320 series	---	28	\$	700.00	1	\$	336.00	\$ 336.00
< 9.3 >	3698277	NIM-ES2-8	8-port Layer 2 GE Switch Network Interface Module	---	28	\$	910.00	1	\$	436.80	\$ 436.80
< 9.4 >	Incl.	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	---	28	\$	-	1	\$	-	\$ -
< 9.5 >	Incl.	CAB-AC-C5	AC Power Cord Type C5 US Canada	---	7	\$	-	1	\$	-	\$ -
< 9.6 >	Incl.	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	---	28	\$	-	1	\$	-	\$ -
< 9.7 >	Incl.	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	---	28	\$	-	1	\$	-	\$ -
< 9.8 >	Incl.	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	---	28	\$	-	1	\$	-	\$ -
< 9.9 >	Incl.	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	---	28	\$	-	1	\$	-	\$ -
< 9.10 >	Incl.	SISR4300UK9-166	Cisco ISR 4300 Series IOS XE Universal	---	28	\$	-	1	\$	-	\$ -
										ISR4321-SEC/K9	\$ 2,851.57
Sequim PD											
< 10 >	3506953	ISR4321-SEC/K9	Cisco ISR 4321 Sec bundle w/SEC license	---	28	\$	3,482.00	1	\$	1,671.36	\$ 1,671.36
< 10.0.1 >	4728007	CON-SSSNT-ISR4321S	SOLN SUPP 8X5XNBD Cisco ISR 4321 Sec bundle w/SEC license	12	n/a	\$	543.21	1	\$	407.41	\$ 407.41
< 10.1 >	Incl.	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	---	28	\$	-	1	\$	-	\$ -
< 10.2 >	3767000	FL-4320-HSEC-K9	U.S. Export Restriction Compliance license for 4320 series	---	28	\$	700.00	1	\$	336.00	\$ 336.00
< 10.3 >	3698277	NIM-ES2-8	8-port Layer 2 GE Switch Network Interface Module	---	28	\$	910.00	1	\$	436.80	\$ 436.80
< 10.4 >	Incl.	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	---	28	\$	-	1	\$	-	\$ -
< 10.5 >	Incl.	CAB-AC-C5	AC Power Cord Type C5 US Canada	---	7	\$	-	1	\$	-	\$ -
< 10.6 >	Incl.	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	---	28	\$	-	1	\$	-	\$ -
< 10.7 >	Incl.	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	---	28	\$	-	1	\$	-	\$ -
< 10.8 >	Incl.	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	---	28	\$	-	1	\$	-	\$ -
< 10.9 >	Incl.	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	---	28	\$	-	1	\$	-	\$ -
< 10.10 >	Incl.	SISR4300UK9-166	Cisco ISR 4300 Series IOS XE Universal	---	28	\$	-	1	\$	-	\$ -
										ISR4321-SEC/K9	\$ 2,851.57
DNA Appliance											
< 11 >	5431917	DN2-HW-APL	Cisco DNA Center Appliance (Gen 2) - 44 Core	---	28	\$	91,446.04	1	\$	43,894.10	\$ 43,894.10
< 11.0.1 >	5413465	CON-SSSNT-DN2HWPL	SOLN SUPP 8X5XNBD DNA Center Appliance (Gen 2)	12	n/a	\$	5,852.41	1	\$	4,389.31	\$ 4,389.31
< 11.1 >	Incl.	DNA-SW-1.3	Cisco DNA Center SW 1.3	---	21	\$	-	1	\$	-	\$ -
< 11.2 >	Incl.	CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plug North America	---	7	\$	-	2	\$	-	\$ -

< 11.3 >	Incl.	DN2-CPU-6152	2.1 GHz 6152/140W 22C/30.25MB Cache/DDR4 2666MHz	---	28	\$	-	2	\$	-	\$	-
< 11.4 >	Incl.	DN2-MR-X32G2RS-H	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	---	28	\$	-	8	\$	-	\$	-
< 11.5 >	Incl.	DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	---	28	\$	-	1	\$	-	\$	-
< 11.6 >	Incl.	DN2-SD-64G-S	64GB SD Card for UCS Servers	---	28	\$	-	1	\$	-	\$	-
< 11.7 >	Incl.	DN2-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	---	28	\$	-	2	\$	-	\$	-
< 11.8 >	Incl.	DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	---	28	\$	-	1	\$	-	\$	-
< 11.9 >	Incl.	DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	---	28	\$	-	1	\$	-	\$	-
< 11.10 >	Incl.	DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	---	28	\$	-	1	\$	-	\$	-
< 11.11 >	Incl.	DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	---	28	\$	-	1	\$	-	\$	-
< 11.12 >	Incl.	DN2-SD19T61X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	---	28	\$	-	8	\$	-	\$	-
< 11.13 >	Incl.	DN2-SD480G611X-EV	480GB 2.5 inch Enterprise Value 6G SATA SSD	---	28	\$	-	2	\$	-	\$	-
< 11.14 >	3731455	SFP-10G-SR-S	10GBASE-SR SFP Module Enterprise-Class	---	14	\$	728.00	2	\$	394.44	\$	788.88
											DN2-HW-APL	\$ 49,072.29

Hardware Total	\$	109,127.45
Smartnet Total	\$	9,526.96
Config Services		
Grand Total	\$	118,654.41

The terms and conditions provided on the link below:  
[CDW Terms and Conditions](#)

# Price Estimate

Danny Higgins  
CDW  
120 S RIVERSIDE PLZ,FL 9  
CHICAGO,IL-60606 3910  
UNITED STATES  
Ph no:+1 +1 13125472616

AIP US LLC  
2001 Route 46, Waterview  
Plaza, Suite 310,  
Parsippany,NJ-  
UNITED STATES  
Ph no:+1 310-698-1828

Price Estimate for planning and information purposes only and is not a binding offer from Cisco.

Date : 17-Jul-2020

Estimate ID:

KG117126908SX

Deal ID :

NA

All Prices Shown in USD

Part Number	Description	Service Duration (Months)	Estimated Lead Time (Days)	Unit List Price	Pricing Term	Qty	Unit Net Price	Extended Net Price
Group Name: Default							Subtotal=	23,316.00
L-ISE-BSE-PLIC	Cisco ISE Base License	---	6	0.00		1	0.00	0.00
L-ISE-BSE-P2	Cisco ISE Base License - Sessions 250 to 499	---	6	5.82		250	3.03	757.50
L-ISE-PLS-LIC=	Cisco ISE Plus License	---	6	0.00		250	0.00	0.00
L-ISE-PLS-3Y-S2	Cisco ISE Plus License, 3Y, 250 - 499 Sessions	36	N/A	17.60		250	9.15	2,287.50
L-ISE-APX-LIC=	Cisco ISE Apex License	---	6	0.00		250	0.00	0.00
L-ISE-APX-3Y-S2	Cisco ISE Apex License, 3Y, 250 - 499 Sessions	36	N/A	13.20		250	6.86	1,715.00
L-ISE-TACACS-ND=	Cisco ISE Device Admin Node License	---	6	10,000.00		1	5,200.00	5,200.00
R-ISE-VMM-K9=	Cisco ISE Virtual Machine Medium	---	6	12,600.00		1	6,552.00	6,552.00
CON-ECMUS-RVISEVM9	SOLN SUPP SWSS Cisco ISE Virtual Machine Medium	36	N/A	9072.00		1	6,804.00	6,804.00

Valid through

FOB Point None

Note:

Product Total

12,509.50

Service Total :

6,804.00

Subscription Total

4,002.50

Total Price:

23,316.00

Signed:

Danny Higgins

\*This Price Estimate does not constitute an offer by CISCO to sell products, but is instead an invitation to issue a purchase order to CISCO until the valid date specified in this price estimate. Such a purchase order will be subject to Cisco's standard procedures, terms and conditions for the acceptance of purchase orders. This order may be subject to indirect tax (VAT, GST, sales tax or other indirect taxes), duty and freight charges even if not noted on this estimate.\*

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Plaza, Suite 310,  
Parsippany,NJ-  
UNITED STATES  
Ph no:+1 310-698-1828

Price Estimate for planning and information purposes only and is not a binding offer from Cisco.

Date : 17-Jul-2020

Estimate ID:

UC116045681ZW

Deal ID :

NA

All Prices Shown in USD

Part Number	Description	Service Duration (Months)	Estimated Lead Time (Days)	Unit List Price	Pricing Term	Qty	Unit Net Price	Extended Net Price
Group Name: Default							Subtotal:	27,903.63
L-FPR2110T-TMC= SA	replace 21,24,25 FWs	—	3	0.00		2	0.00	0.00
L-FPR2110T-TMC-3Y	Cisco FPR2110 Threat Defense Threat, Malware and URL License	36	N/A	13460.00		2	6,730.00	13,460.00
FPR1010-FTD-HA-BUN	replace 22-23 HA pair	—	N/A	0.00		1	0.00	0.00
L-FPR1010T-T= SA	Cisco Firepower 1010 Threat Defense Chss,Subs HA Bundle	—	3	0.00		2	0.00	0.00
L-FPR1010T-T-3Y	Cisco FPR1010 Threat Defense Threat Protection License	36	N/A	431.25		2	323.44	646.88
FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	—	70	1195.00		2	597.50	1,195.00
CON-SNT-FPR1010N	SNTC-8X5XNBD Cisco Firepower 1010 NGFW Appliance, Des	36	N/A	288.00		2	216.00	432.00
FPR1K-DT-PWR-AC	Cisco Firepower 1K Series 150W Power Adapter for FPR-1010	—	21	0.00		2	0.00	0.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	—	7	0.00		2	0.00	0.00
SF-F1K-TD6.4-K9	Cisco Firepower Threat Defense software v6.4 for FPR1100	—	21	0.00		2	0.00	0.00
FPR1K-DT-ACY-KIT	Cisco Firepower 1K Series Accessory Kit for FPR-1010	—	21	0.00		2	0.00	0.00
FPR1000-ASA SA	Cisco Firepower 1000 Standard ASA License	—	21	0.00		2	0.00	0.00
SF-FMC-VMW-K9 SA	Cisco Firepower Management Center, (VMWare) for 25 devices	—	3	10,795.00		1	5,397.50	5,397.50
CON-ECMU-SFFMCVKF	SWSS UPGRADES Cisco Firepower Management Center, (VMWa	36	N/A	6477.00		1	4,857.75	4,857.75
FPR1010-NGFW-K9	Spare FTD1010	—	70	1,195.00		1	597.50	597.50
CON-SNT-FPR1010N	Cisco Firepower 1010 NGFW Appliance, Desktop	36	N/A	288.00		1	216.00	216.00
FPR1K-EXCLUDE-SUBS	SNTC-8X5XNBD Cisco Firepower 1010 NGFW Appliance, Des	—	21	0.00		1	0.00	0.00
FPR1K-DT-PWR-AC	Cisco Firepower 1000 Series - Exclude Subscriptions	—	21	0.00		1	0.00	0.00
CAB-AC-C5	Cisco Firepower 1K Series 150W Power Adapter for FPR-1010	—	7	0.00		1	0.00	0.00
SF-F1K-TD6.4-K9	AC Power Cord, Type C5, US, Canada	—	21	0.00		1	0.00	0.00
FPR1K-DT-ACY-KIT	Cisco Firepower Threat Defense software v6.4 for FPR1100	—	21	0.00		1	0.00	0.00
FPR1000-ASA SA	Cisco Firepower 1K Series Accessory Kit for FPR-1010	—	21	0.00		1	0.00	0.00

Valid through

FOB Point None

Note:

Product Total

7,787.50

Service Total :

5,721.75

Subscription Total

14,394.38

Total Price:

27,903.63

Signed:

Danny Higgins

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# Price Estimate

Danny Higgins  
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UNITED STATES  
Ph no:+1 +1 13125472616

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Date : 17-Jul-2020



Estimate ID:

UC116045681ZW

Deal ID :

NA

All Prices Shown in USD

Part Number	Description	Service Duration (Months)	Estimated Lead Time (Days)	Unit List Price	Pricing Term	Qty	Unit Net Price	Extended Net Price
	replace 69							
FPR1010-NGFW-K9	Cisco Firepower 1010 NGFW Appliance, Desktop	—	70	1,195.00		1	597.50	597.50
CON-SNT-FPR1010N	SNTC-8X5XNBD Cisco Firepower 1010 NGFW Appliance, Des	36	N/A	288.00		1	216.00	216.00
FPR1010T-T 	Cisco FPR1010 Threat Defense Threat Protection License	—	21	0.00		1	0.00	0.00
L-FPR1010T-T-3Y	Cisco FPR1010 Threat Defense Threat Protection 3Y Subs	36	N/A	575.00		1	287.50	287.50
FPR1K-DT-PWR-AC	Cisco Firepower 1K Series 150W Power Adapter for FPR-1010	—	21	0.00		1	0.00	0.00
CAB-AC-C5	AC Power Cord, Type C5, US, Canada	—	7	0.00		1	0.00	0.00
SF-F1K-TD6.4-K9	Cisco Firepower Threat Defense software v6.4 for FPR1100	—	21	0.00		1	0.00	0.00
FPR1K-DT-ACY-KIT	Cisco Firepower 1K Series Accessory Kit for FPR-1010	—	21	0.00		1	0.00	0.00
FPR1000-ASA 	Cisco Firepower 1000 Standard ASA License	—	21	0.00		1	0.00	0.00

Valid through

FOB Point

None

Note:

Product Total

7,787.50

Service Total :

5,721.75

Subscription Total

14,394.38

Total Price:

27,903.63

Signed:

Danny Higgins

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# QUOTE CONFIRMATION



DEAR GREG HELWICK,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



**ACCOUNT MANAGER NOTES:** Thanks!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMML668	6/30/2020	NUTANIX PROD SERVERS	3723164	\$308,244.96

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>NUTANIX SUPPORT TERM</u> Mfg. Part#: SUPPORT-TERM Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	60	5642025	\$0.00	\$0.00
<u>NUTANIX 24X7 PROD HW SUP HCI APP</u> Mfg. Part#: S-HW-PRD Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	4	5642018	\$5,835.00	\$23,340.00
<u>Nutanix Prism Pro, 1 node, valid for 5 years</u> Mfg. Part#: LIC-PRS-PRO-5YR-1 UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	4	4115801	\$4,430.00	\$17,720.00
<u>Nutanix Enterprise Cloud Platform Administration 5.0 - Instructor-led train</u> Mfg. Part#: EDU-C-ADM5-NTC UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	2	4532284	\$3,750.00	\$7,500.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 I</u> Mfg. Part#: SW-AOS-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5280710	\$153,700.00	\$153,700.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 C</u> Mfg. Part#: L-CORES-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	128	5280711	\$0.00	\$0.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 T</u>	56	5280713	\$0.00	\$0.00

**QUOTE DETAILS (CONT.)**

Mfg. Part#: L-FLASHTIB-PRO-PRD-5YR

UNSPSC: 43232804

Electronic distribution - NO MEDIA

Contract: Washington NVP Software (ADSP016-130652 06016)

Nutanix Hardware Platform NX-8235-G7 1 Node Application Accelerator

2

5657459

\$20,250.00

\$40,500.00

Mfg. Part#: NX-8235-G7-6242-CM

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix 64GB DDR4 2933MHz RDIMM Memory Module

48

5661493

\$360.00

\$17,280.00

Mfg. Part#: C-MEM-64GB-2933-A-CM

UNSPSC: 32101602

Electronic distribution - NO MEDIA

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix 12TB 3.5" Hard Disk Drive

16

5575816

\$395.00

\$6,320.00

Mfg. Part#: C-HDD-12TB-A5-A-CM

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix 7.68TB Solid State Drive with 3.5" Drive Carrier

8

5758789

\$2,000.00

\$16,000.00

Mfg. Part#: C-SSD-7.68TB-A5-A-CM

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix - expansion module

8

4904747

\$195.00

\$1,560.00

Mfg. Part#: C-NIC-10GSFP2-A-CM

UNSPSC: 43201404

Contract: MARKET

**PURCHASER BILLING INFO****Billing Address:**CLALLAM COUNTY  
ACCTS PAYABLE  
223 E 4TH ST STE 13  
PORT ANGELES, WA 98362-3000**Phone:** (360) 417-2000**Payment Terms:** D&B Inst Credit Pre-Approved**SUBTOTAL**

\$283,920.00

**SHIPPING**

\$0.00

**SALES TAX**

\$24,324.96

**GRAND TOTAL**

\$308,244.96

**DELIVER TO****Shipping Address:**CLALLAM COUNTY  
GREG HELWICK  
223 E 4TH ST STE 13  
PORT ANGELES, WA 98362-3000**Phone:** (360) 417-2000**Shipping Method:** DROP SHIP-GROUND**Please remit payments to:**CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515**Need Assistance? CDW•G SALES CONTACT INFORMATION**

Danny Higgins

(877) 625-7671

dannhig@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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# QUOTE CONFIRMATION



**DEAR GREG HELWICK,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMMM060	6/30/2020	NUTANIX DMZ	3723164	\$119,244.80

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>NUTANIX 24X7 PROD HW SUP HCI APP</u> Mfg. Part#: S-HW-PRD Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	3	5642018	\$2,550.00	\$7,650.00
<u>NUTANIX SUPPORT TERM</u> Mfg. Part#: SUPPORT-TERM Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	60	5642025	\$0.00	\$0.00
<u>Nutanix Prism Pro, 1 node, valid for 5 years</u> Mfg. Part#: LIC-PRS-PRO-5YR-1 UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	3	4115801	\$5,700.00	\$17,100.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 I</u> Mfg. Part#: SW-AOS-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5280710	\$58,000.00	\$58,000.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 C</u> Mfg. Part#: L-CORES-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	48	5280711	\$0.00	\$0.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 T</u> Mfg. Part#: L-FLASHTIB-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	11	5280713	\$0.00	\$0.00
<u>Nutanix Hardware Platform NX-3360-G7 3-Node Application Accelerator</u> Mfg. Part#: NX-3360-G7-4208-CM Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)	1	5749954	\$11,850.00	\$11,850.00
<u>Nutanix 32GB DDR4 2933MHz RDIMM Memory Module</u> Mfg. Part#: C-MEM-32GB-2933-A-CM	36	5641084	\$165.00	\$5,940.00

**QUOTE DETAILS (CONT.)**

UNSPSC: 32101602

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix - hard drive - 2 TB

12

4911086

\$315.00

\$3,780.00

Mfg. Part#: C-HDD-2TB-2.5-CM

UNSPSC: 43201803

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix 1.92TB 2.5" SSD

6

4935318

\$420.00

\$2,520.00

Mfg. Part#: C-SSD-1920GB-2.5-VC

UNSPSC: 43201830

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix 10GbE QUAD SFP+ Network Adapter

6

4936146

\$460.00

\$2,760.00

Mfg. Part#: C-NIC-10GSFP4-A-CM

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

**PURCHASER BILLING INFO****Billing Address:**CLALLAM COUNTY  
ACCTS PAYABLE  
223 E 4TH ST STE 13  
PORT ANGELES, WA 98362-3000**Phone:** (360) 417-2000**Payment Terms:** D&B Inst Credit Pre-Approved**SUBTOTAL**

\$109,600.00

**SHIPPING**

\$0.00

**SALES TAX**

\$9,644.80

**GRAND TOTAL****\$119,244.80****DELIVER TO****Shipping Address:**CLALLAM COUNTY  
GREG HELWICK  
223 E 4TH ST STE 13  
PORT ANGELES, WA 98362-3000**Phone:** (360) 417-2000**Shipping Method:** DROP SHIP-GROUND**Please remit payments to:**CDW Government  
75 Remittance Drive  
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Danny Higgins

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# QUOTE CONFIRMATION



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**ACCOUNT MANAGER NOTES:** Thanks!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNFJ539	7/20/2020	VDI TASK WORKERS	3723164	\$405,418.22

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>NUTANIX 24X7 PROD HW SUP HCI APP</u> Mfg. Part#: S-HW-PRD Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	4	5642018	\$6,590.00	\$26,360.00
<u>NUTANIX SUPPORT TERM</u> Mfg. Part#: SUPPORT-TERM Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	60	5642025	\$0.00	\$0.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 I</u> Mfg. Part#: SW-AOS-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5280710	\$253,571.00	\$253,571.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 C</u> Mfg. Part#: L-CORES-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	224	5280711	\$0.00	\$0.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 T</u> Mfg. Part#: L-FLASHTIB-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	42	5280713	\$0.00	\$0.00
<u>Nutanix 64GB DDR4 2933MHz RDIMM Memory Module</u> Mfg. Part#: C-MEM-64GB-2933-A-CM UNSPSC: 32101602 Electronic distribution - NO MEDIA Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)	64	5661493	\$380.00	\$24,320.00
<u>Nutanix NO Hard Drive</u> Mfg. Part#: C-HDD-NONE-CM	4	4891111	\$0.00	\$0.00



**QUOTE DETAILS (CONT.)**

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

<u>Nutanix 1.92TB Solid State Drive with 2.5" Drive Carrier</u>	24	6048648	\$420.47	\$10,091.28
---	----	---------	----------	-------------

Mfg. Part#: C-SSD-1.92TB-C0-A-CM

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

<u>Nutanix - expansion module</u>	4	4904747	\$200.00	\$800.00
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Mfg. Part#: C-NIC-10GSFP2-A-CM

UNSPSC: 43201404

Contract: MARKET

<u>NUTANIX NX-3170-G7 INODE 6258R</u>	4	6164634	\$14,371.19	\$57,484.76
---------------------------------------	---	---------	-------------	-------------

Mfg. Part#: NX-3170-G7-6258R-CM

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

**PURCHASER BILLING INFO****Billing Address:**

CLALLAM COUNTY  
ACCTS PAYABLE  
223 E 4TH ST STE 13  
PORT ANGELES, WA 98362-3000  
**Phone:** (360) 417-2000

**Payment Terms:** D&B Inst Credit Pre-Approved**DELIVER TO****Shipping Address:**

CLALLAM COUNTY  
GREG HELWICK  
223 E 4TH ST STE 13  
PORT ANGELES, WA 98362-3000  
**Phone:** (360) 417-2000

**Shipping Method:** UPS Ground

<b>SUBTOTAL</b>	\$372,627.04
-----------------	--------------

<b>SHIPPING</b>	\$0.00
-----------------	--------

<b>SALES TAX</b>	\$32,791.18
------------------	-------------

<b>GRAND TOTAL</b>	<b>\$405,418.22</b>
--------------------	---------------------

**Please remit payments to:**

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

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**ACCOUNT MANAGER NOTES:** Thanks!

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LNFJ006	7/20/2020	VDI W/NVI GPU	3723164	\$181,503.42

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>NUTANIX 24X7 PROD HW SUP HCT APP</u> Mfg. Part#: S-HW-PRD Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	4	5642018	\$4,000.00	\$16,000.00
<u>NUTANIX SUPPORT TERM</u> Mfg. Part#: SUPPORT-TERM Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	60	5642025	\$0.00	\$0.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 I</u> Mfg. Part#: SW-AOS-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5280710	\$71,303.00	\$71,303.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 C</u> Mfg. Part#: L-CORES-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	64	5280711	\$0.00	\$0.00
<u>Nutanix AOS Pro - subscription license (5 years) + Production Support - 1 T</u> Mfg. Part#: L-FLASHTIB-PRO-PRD-5YR UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	14	5280713	\$0.00	\$0.00
<u>NUTANIX NX-3155G-G7 1 NODE 4215R</u> Mfg. Part#: NX-3155G-G7-4215R-CM Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)	4	6112703	\$6,600.00	\$26,400.00
<u>Nutanix 64GB DDR4 2933MHz RDIMM Memory Module</u> Mfg. Part#: C-MEM-64GB-2933-A-CM UNSPSC: 32101602 Electronic distribution - NO MEDIA	64	5661493	\$380.00	\$24,320.00

**QUOTE DETAILS (CONT.)**

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix NO Hard Drive

4

4891111

\$0.00

\$0.00

Mfg. Part#: C-HDD-NONE-CM

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix 1.92TB Solid State Drive with 3.5" Drive Carrier

8

5793228

\$450.00

\$3,600.00

Mfg. Part#: C-SSD-1.92TB-B5-A-CM

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

Nutanix - expansion module

4

4904747

\$200.00

\$800.00

Mfg. Part#: C-NIC-10GSFP2-A-CM

UNSPSC: 43201404

Contract: MARKET

Nutanix NVIDIA M10 GPU Card

8

4947274

\$3,050.00

\$24,400.00

Mfg. Part#: C-GPU-M10-CM

Contract: KCDA Catalog Agreement- Contract# 018-A (018-A)

**PURCHASER BILLING INFO****Billing Address:**CLALLAM COUNTY  
ACCTS PAYABLE  
223 E 4TH ST STE 13  
PORT ANGELES, WA 98362-3000  
**Phone:** (360) 417-2000**Payment Terms:** D&B Inst Credit Pre-Approved**SUBTOTAL**

\$166,823.00

**SHIPPING**

\$0.00

**SALES TAX**

\$14,680.42

**GRAND TOTAL****\$181,503.42****DELIVER TO****Shipping Address:**CLALLAM COUNTY  
GREG HELWICK  
223 E 4TH ST STE 13  
PORT ANGELES, WA 98362-3000  
**Phone:** (360) 417-2000**Shipping Method:** DROP SHIP-GROUND**Please remit payments to:**CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

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**ACCOUNT MANAGER NOTES:** Thanks!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNJF281	7/22/2020	NVIDIA V2	3723164	\$59,840.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NVIDIA Grid Quadro Virtual Data Center Workstation - subscription license (	100	4879163	\$550.00	\$55,000.00
Mfg. Part#: 711-DWS022+P2CMI36				
UNSPSC: 43233006				
Electronic distribution - NO MEDIA				
Contract: Washington NVP Software (ADSP016-130652 06016)				

PURCHASER BILLING INFO		SUBTOTAL	\$55,000.00
<b>Billing Address:</b> CLALLAM COUNTY ACCTS PAYABLE 223 E 4TH ST STE 13 PORT ANGELES, WA 98362-3000 <b>Phone:</b> (360) 417-2000 <b>Payment Terms:</b> D&B Inst Credit Pre-Approved		SHIPPING	\$0.00
		SALES TAX	\$4,840.00
		GRAND TOTAL	\$59,840.00
DELIVER TO		<b>Please remit payments to:</b>	
<b>Shipping Address:</b> CLALLAM COUNTY GREG HELWICK 223 E 4TH ST STE 13 PORT ANGELES, WA 98362-3000 <b>Phone:</b> (360) 417-2000 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNLD421	7/24/2020	SFP+	3723164	\$35,904.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco SFP+ transceiver module - 10 Gige Mfg. Part#: SFP-10G-SR= UNSPSC: 43201553 Contract: Washington Cisco NASPO ValuePoint (AR-233 01114)	60	1658993	\$550.00	\$33,000.00

PURCHASER BILLING INFO		SUBTOTAL	\$33,000.00
<b>Billing Address:</b> CLALLAM COUNTY ACCTS PAYABLE 223 E 4TH ST STE 13 PORT ANGELES, WA 98362-3000 <b>Phone:</b> (360) 417-2000 <b>Payment Terms:</b> D&B Inst Credit Pre-Approved		SHIPPING	\$0.00
		SALES TAX	\$2,904.00
		GRAND TOTAL	\$35,904.00
DELIVER TO		<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> CLALLAM COUNTY GREG HELWICK 223 E 4TH ST STE 13 PORT ANGELES, WA 98362-3000 <b>Phone:</b> (360) 417-2000 <b>Shipping Method:</b> DROP SHIP-GROUND			

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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNFJ974	7/20/2020	PROLINE CABES	3723164	\$1,088.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
PROLINE 15M LOMM OM4 FIBRE MALE LC/LC 50/125 AQUA DUPLEX CABLE	40	2874371	\$25.00	\$1,000.00
Mfg. Part#: PRO-LC-LC-15M5OM4				
UNSPSC: 26121609				
Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)				

PURCHASER BILLING INFO		SUBTOTAL	\$1,000.00
<b>Billing Address:</b> CLALLAM COUNTY ACCTS PAYABLE 223 E 4TH ST STE 13 PORT ANGELES, WA 98362-3000 <b>Phone:</b> (360) 417-2000 <b>Payment Terms:</b> D&B Inst Credit Pre-Approved		SHIPPING	\$0.00
		SALES TAX	\$88.00
		GRAND TOTAL	\$1,088.00
DELIVER TO		<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> CLALLAM COUNTY GREG HELWICK 223 E 4TH ST STE 13 PORT ANGELES, WA 98362-3000 <b>Phone:</b> (360) 417-2000 <b>Shipping Method:</b> DROP SHIP-GROUND			

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**ACCOUNT MANAGER NOTES:** Thank you!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNFF592	7/20/2020	ARCTIC WOLF V3	3723164	\$74,299.52

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>ARCTIC WOLF MDR USER LIC CLD</u> Mfg. Part#: AW-MDR-USER Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	450	5839578	\$100.00	\$45,000.00
<u>Arctic Wolf Managed Detection and Response - license - 1 server</u> Mfg. Part#: AW-MDR-SE Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	170	5744220	\$82.00	\$13,940.00
<u>ARCTIC WOLF MDR LOG RETENTION CLD 1Y</u> Mfg. Part#: AW-MDR-1Y Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5752906	\$2,650.00	\$2,650.00
<u>Arctic Wolf 200 Series 2x 10G SFP+ Sensor</u> Mfg. Part#: AW-MDR-2XX-S-10GT Electronic distribution - NO MEDIA Contract: MARKET	1	5787562	\$2,500.00	\$2,500.00
<u>ARCTIC WOLF MDR ONBOARDING CLDS</u> Mfg. Part#: AW-MDR-OB Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5749862	\$4,200.00	\$4,200.00

PURCHASER BILLING INFO		SUBTOTAL	\$68,290.00
<b>Billing Address:</b> CLALLAM COUNTY ACCTS PAYABLE 223 E 4TH ST STE 13 PORT ANGELES, WA 98362-3000 <b>Phone:</b> (360) 417-2000 <b>Payment Terms:</b> D&B Inst Credit Pre-Approved		SHIPPING	\$0.00
		SALES TAX	\$6,009.52
		GRAND TOTAL	\$74,299.52
		Please remit payments to:	
DELIVER TO			

**Shipping Address:**

CLALLAM COUNTY  
GREG HELWICK  
223 E 4TH ST STE 13  
PORT ANGELES, WA 98362-3000  
**Phone:** (360) 417-2000

**Shipping Method:** ELECTRONIC DISTRIBUTION

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

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## STATEMENT OF WORK

<b>Project Name:</b>	Network Services	<b>Seller Representative:</b> Sean McLellan +1 (206) 218-3956 seanmcl@cdw.com
<b>Customer Name:</b>	Clallam County	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	June 22, 2020	<b>Solution Architect:</b> Kurt Norman
<b>Drafted by:</b>	Alex Goes	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## PROJECT DESCRIPTION

### NETWORKING PROJECT SCOPE

Seller will implement and configure the hardware and software for the Customer’s Network Infrastructure Upgrade solution, at the main site locations within the Port Angeles and Sequim, Washington Clallam County areas. Customer is looking to Seller for assistance with updating their current switches with both new and previously purchased switching infrastructure. Seller is to assist in upgrading Customers current Nexus 5548 “Core” switch with two new Cisco 9500 StackWise connected switches. The new 9500 switch will become a Layer 3 collapsed Core/Distribution switch as well as the main connectivity to eight (8) closet switch stacks, the Nexus will remain and be solely for Data Center connections. Seller will update twenty (20) switches and seven (7) Cisco routers with new ISR 4300 routers, five (5) of these routers will need to have a VPN tunnel moved from the existing router to the new ISRs, thought-out the Clallam County buildings (outlined in table below).

Subject to the other provisions of this SOW, Seller will perform the following services:

### PLANNING AND DISCOVERY

The planning phase will consist of the following:

- Project Kickoff – The project team will be chartered, and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions and finalize any logistical details such as security clearance and wiring closet access.
- Discovery – The project team will perform a review of IDFs, MDFs, computer rooms, data centers and wiring closets for power, rack space, UPS and fiber as needed per the discovery and design phases of the project.

- Requirements Gathering – The project team will conduct interviews with selected Customer staff to understand and document feature and function requirements.

The Planning and Discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This Statement of Work is subject to revision pending the discovery portion of the engagement.

## DESIGN

The Design phase is a critical step in the project. During the Design Phase, Seller staff will document and review how the resulting system will be built and configured. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

- Analysis – The project team will review information gathered during Discovery, the new hardware configurations and review industry-leading practices to develop baseline design information.
- Document Design – Seller staff will lead an effort to develop a final design to Customer. This will include Seller recommendations for changes to existing network infrastructure.
- Configuration Development – Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the network infrastructure.
- Design Review – The design principles will be documented, and a final design review will be conducted with all technical stakeholders.

## IMPLEMENTATION AND TESTING

During the Implementation and Testing phase, Seller staff will stage, build, configure and test the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
2	Catalyst 9500-40X	Data Center/Core
2	Catalyst 9200 48-port	Data Center/DMZ
1	C1000 16-port	Basement Mechanical
1	Cisco ISR 4321	Jamestown Klallam Law
1	Cisco ISR 4321	Clallam Bay
1	Cisco ISR 4321	Sequim PD
1	Catalyst 2960S (Previous Purchase)	District Court 2
2	Catalyst 2960S (Previous Purchase)	BOCC Electrical
2	Catalyst 2960S (Previous Purchase)	Treasurer Conf Room
2	Catalyst 2960S (Previous Purchase)	Historic Courthouse
1	Catalyst 2960S (Previous Purchase)	Juvenile Services
2	Catalyst 2960S (Previous Purchase)	Juvenile Services Admin
1	Cisco ISR 4321 (Previous Purchase)	Health and Human Services

Quantity	Device Type	Location
1	Catalyst 2960S (Previous Purchase)	Olympic Peninsula Narcotics
1	Cisco ISR 4321 (Previous Purchase)	Olympic Peninsula Narcotics
2	Catalyst 2960S (Previous Purchase)	Road Shop in Port Angeles
2	Catalyst 2960S (Previous Purchase)	Third Street Building
2	Catalyst 2960S (Previous Purchase)	CCSO Electrical
1	Cisco ISR 4331 (Previous Purchase)	PENCOM
2	Catalyst 2960S (Previous Purchase)	PENCOM
1	NIM-ES2-8	Fire District 3
1	Cisco ISR 4321 (Previous Purchase)	Fire District 3

As part of the switch/router implementation, Seller will configure, stage, place, and test the hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Configure Unicast Routing Interior Gateway Protocol (IGP)
- Configure Protocol Independent Multicast (PIM)
- Configure Spanning Tree Protocol (STP)
- Configure VLANs
- Configure VPN tunnels (existing migration)
- Configure Switched Virtual Interfaces (SVI)
- Configure Quality of Service (QoS)
- Configure First Hop Redundancy (FHR)
- Configure Physical or Virtual Switch Stacking
- Configure Link Aggregation Group (LAG)
- Configure Virtual Route Forwarding (VRF)
- Configure Flow Export (Netflow/IPFIX)
- Configure Simple Network Management Protocol (SNMP)
- Configure IP Service Level Agreements (IPSLA)
- Configure Overlay Transport Virtualization (OTV)
- Configure Location Identification Separation Protocol (LISP)
- Configure applicable physical network interfaces
- Configure applicable network addressing
- Configure secure access to devices
- Configure network management parameters
- Other configuration parameters as necessitated by the environment.

The project team will execute a defined test plan to verify implementation and configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to Customer. The testing phase will consist of the below items:

- Test Plan Creation - The project team will develop a mutually agreed upon test plan for the new hardware configurations to create baseline testing information.



- Test Plan will include items such as IP reachability tests, configuration verification, and hardware failure scenarios directly related to equipment implemented in this project.
- Baseline Testing – Customer will create a baseline test, using created test plan, to ensure proper operation prior to integration and cutover.
- Test Plan Execution – After integration and cutover, the project team will execute the test for the new hardware configurations and review the Test Plan results with the Customer technical staff.

## **INTEGRATION**

In the integration phase the “new” network (all Cisco devices implemented through the standard implementation process) will be connected to the existing infrastructure. When the integration of the two networks is complete, the migration of clients, servers, and printers can begin. The integration phase will consist of the following sub-phases:

- Integration Planning – The project team will plan for the integration of the new network to both the main campus LAN and the WAN. The planning process will address physical connectivity, routing, bridging and addressing issues. As part of the planning process, an integration plan, a testing plan, and a backout plan will be developed, and communicated through the Customer location’s change management process.
- Integration Cutover – Seller and Customer technical staff will complete the integration of the two networks according to the plan developed in the integration planning phase.

## **CUTOVER AND “FIRST DAY OF SERVICE”**

Once the system implementation activities as defined in the previous sections are complete, production cut-over to the new system will take place and Seller will monitor the production system, track, and resolve incidents for 1 day ( 8 hours) at the main Port Angeles, WA location.

Once the new system is in production and first day issues have been resolved, Customer will move into a Support Phase.

## **POST-CUTOVER SUPPORT AND PROJECT CLOSE**

Seller will transition your support documentation to either a Seller Day Two Support Team or your System Administration staff. Customer will decide on Day Two Support options provided by your Seller contact. If Day Two Support is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.

If a Seller Support Contract is chosen, a transition meeting will take place with that Support Team.

## **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

### **Planning and Discovery**

1. Provide the IP addressing and subnet mask plan for the proposed solution.
2. Mutually schedule with Seller the site review with each Customer site contact.
3. Provide current network diagrams listing existing size, capacity, utilization, and data traffic requirements for all current network facilities.
4. Confirmation of the completeness and accuracy of the information provided to Seller during the network review process. All designs that need to be made as a result of incomplete or inaccurate network review information may result in changes to the project fees.

### **Design**

1. Ensure attendance of appropriate personnel for Design Review meetings who have authorization to approve design.

### **Implementation and Testing**



1. Receive equipment, inventory, record serial numbers and apply asset tags.
2. Procure and provide the LAN and WAN equipment listed in the provided Bill of Materials.
3. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
4. Provide proper 19" racks and screws for implementation.
5. Provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the switch.
6. Provide Seller access or personnel with access to all locations that require switches to be implemented in a timely manner.
7. Racking, mounting and connecting the networking equipment at all the Customer's locations.
8. Provide necessary patch cables needed to complete implementation.
9. Provide the proper equipment and personnel to operate and help implement the switches in a safe manner.
10. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.
11. Participate in the development and execution of a comprehensive, functional (acceptance) test plan, which will be the basis for Customer's acceptance of the system.
12. Requesting appropriate, internal change control procedures.
13. Staff will be on site and available during the implementation cut-over, migration and testing.

## **SELLER RESPONSIBILITIES**

Seller is responsible for the following:

### **Planning and Discovery**

1. Mutually schedule the site review with your site contact.
2. Conduct site review(s) for all proposed locations.
3. Evaluate and validate collected site review information with you.
4. Evaluate site review findings and existing network diagram(s), then develop and provide the site readiness recommendations to you.
5. Provide network design review recommendations to ensure all items have been properly addressed and the network has been designed appropriately.
6. Work with you to understand that sufficient network capacity exists in your provided network design and based on your stated performance objectives along with traffic volumes.

### **Design**

1. Work with Customer to understand the environment and to validate the new networking hardware.
2. Review the proposed infrastructure design with Customer.
3. Provide recommendations for changes to existing network infrastructure based upon design requirements and information collected during Discovery.

### **Implementation and Testing**

1. Configure implementation-specific switches and routers.
2. Configure system components per agreed upon design and Seller best practice.
3. Execute tests per test plan for system components within the scope of the project.

## **PROJECT ASSUMPTIONS**

### **HARDWARE AND SOFTWARE**

1. All WAN and PSTN circuits will be terminated, provisioned, and functioning properly.
2. Cabling will be functioning and terminated.

## PREPARATION

1. The current network must function properly (no adverse conditions) prior to the implementation of new equipment.
2. Cabling to all switch and router equipment is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.

## INTEGRATION/MIGRATION

1. Integration cutover work will be performed during off hours to avoid any unforeseen disruption of service.
2. The new network will be designed and implemented in parallel to the existing network. After the parallel implementation is complete, or nearly complete, the integration of the two networks will occur.
3. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.

## ACCEPTANCE AND CHANGES

1. All design changes will be required to be signed off on by the Seller senior engineer and the Customer project manager. Changes that are requested following the design freeze may affect project fees. Any changes that are requested to be made by Seller after the completion of the design freeze will be billed on a time-and-material basis.
2. All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a manufacturer support contract will be billable on a time-and-material basis.

## SUPPORT

1. Seller will provide services only on Cisco's generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a Change Order.
2. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.

## **OUT OF SCOPE**

1. Removal of Packing Materials.
2. WAN Circuit Issue Remediation and Troubleshooting.
3. Copper and Fiber Cabling Remediation and Troubleshooting.
4. Remediation and Troubleshooting of issues not related to implemented equipment.
5. Removal of Electronic waste (This can be done via separate service fee)

## **WIRELESS PROJECT SCOPE**

Customer seeks assistance in the planning, implementation, configuration, and validation of the CiscoWireless solution at the Port Angeles, WA location(s). The following Ciscowireless components and/or features are included in this engagement to be conducted off site/remote:

- Design & Discovery: VLANs, DHCP, ACLs, switchports, host names and IP addressing
  - Customer is currently running (6) WLANs
- WLAN controllers (WLC): 3Cisco 5508WLCs
  - (2) 5508-50 WLCs
  - (1) 5508-12 WLC
- Guest access:
  - 15508-12 Guest Anchor WLC
  - Network internet firewall configuration – Cisco 2110 FTD firewalls
- Access points (AP): (14), Cisco3602i
  - Customer will physically mount and cable APs
- Identity Services Engine (ISE)

- Will be implemented by CDW on separate SOW
- Wireless security
  - Integrate this solution into Cisco ISE
  - Some WLANs utilize WPA2-PSK with MAC Authentication
- Testing: a final acceptance test
- Knowledge Transfer: for Customer on WLAN components/features
- Documentation: administrative details and reports

The phases included in this project are detailed in this SOW.

## **PROJECT KICKOFF**

The project will commence with a kickoff meeting in which introductions and key logistical items such as arrival and departure times will be confirmed. Specific items for discussion will include:

- Software electronic licenses
- Equipment arrival dates and locations
- Coordination of Partner Services

## **DISCOVERY AND DESIGN**

Seller and Customer will review the responsibilities that are part of this engagement to allow Seller's engineers have a proper understanding of Customer requirements for wireless networking.

Items for discussion will include:

- Determine hardware placement and connectivity
- ISE
  - Connect appropriate WLAN to production mode ISE for 802.1X authentication
  - Wireless network access for guest users using ISE Centralized Web Authentication (CWA)
- 3rd party certificates
- Define naming conventions to be assigned to components (APs, WLANs)
- Identify IP addresses to be assigned to components
- Define DHCP Scopes
- LAN
  - Define Virtual LAN (VLAN) and access list requirements
  - Port configuration
    - Port Channel
    - Uplinks
- Wireless LAN
  - Customer has production mode WLAN(s) currently running
  - Review configuration with customer and make recommendations if necessary for best practice configuration

## **IMPLEMENTATION**

The following services are included in this engagement:

### **NETWORK FIREWALL CONFIGURATION**

Seller will configure Customer's internet firewall as follows:

- Guest or internal users

## WLAN CONTROLLER

Seller will stage and configure the following as part of this engagement:

Qty	Model	Base License	Adder License	Staging Location	Installed Location	Function
2	5508	50	0	Port Angeles, WA	Port Angeles, WA	High Availability - SSO
1	5508	12	0	Port Angeles, WA	Port Angeles, WA	Guest Anchor

Seller will perform the following WLC configuration tasks:

- General configuration of IP addresses, management info, interfaces, mobility group, NTP, SNMP
- Create and configure redundant 5508-50 WLC for HA-SSO
- Create and configure standalone 5508-12 as Guest Anchor
- Set AP parameters
- Create AP groups if necessary
- Configure connections to Cisco ISE
- Create and configure Guest WLAN(s) with appropriate security models as mobility anchors
  - Create a new DMZ interface on the internet firewall for wireless guest users (virtual)
  - Create EOIP tunnel for connection to Guest Anchor

## ACCESS POINTS

Seller will stage and configure the following APs as part of this engagement:

Qty	New/ Existing	Model	Staging Location	Installed Location	Cabling	Physical Installation	Mode	
14	Migration	3602i	Port Angeles, WA	Data Center	Customer			
Customer								
Local								

Seller will perform the following AP configuration tasks:

- General configuration of:
  - host names
  - IP addresses
  - management info
  - radio interfaces
  - add to AP group
  - AP mode
  - RF Tuning-adjustments of the maximum and minimum global settings and thresholds

## AUTHENTICATION AUTHORIZATION ACCOUNTING (AAA) SERVER

Seller will configure the WLC to interact with the following AAA server(s) as part of this engagement:

Qty	New/Existing*	Platform	Staging Location	Installed Location
1	Existing	Cisco ISE	Port Angeles, WA	Data Center

\*New/Existing Cisco ISE implementation is addressed under a separate SOW.

Seller will perform the following configuration tasks during off-hours migration:

- WLC
  - Add AAA server(s) to the WLC for user authentication
  - Configure WLANs with correct AAA server
- AAA RADIUS
  - Add applicable devices (e.g., WLC, Dashboard, APs)

## TESTING

Seller will execute a defined test plan (see Exhibit for sample) based on items defined in the table below.

Location(s)	Mobility Services
Port Angeles, WA	<input checked="" type="checkbox"/> Failover <input type="checkbox"/> Authentication <input checked="" type="checkbox"/> Guest <input type="checkbox"/> VLAN assignment

## IDENTITY SERVICES ENGINE TESTING

- Test wireless authentication with representative devices and use cases
  - Validate the design, configuration, and customer use cases prior to production rollout
  - Customer will provide 3-5 laptops and/or mobile devices to test the designed ISE feature configurations.
- Revise configurations as necessary
- Any testing in addition to the above will be considered out of scope, requiring a change order

## KNOWLEDGE TRANSFER

Seller will provide up to 2 hours of knowledge transfer on the settings and features for the following:

- WLC
  - Monitor Summary, APs, Statistics, Rogues, and Clients
  - WLAN
  - Wireless, Access Points, all APs, Radios
  - Security Overview and Security Signature Events Summary
  - Trap Log information and Message Logs
  - Maintaining code, configuration files, time and date
  - Overview of guest administrator functionality (including the creation of up to five (5) guest or internal users)
- ISE
  - ISE Admin and Monitoring/Troubleshooting Persona
  - Configured AAA Policies
    - Guest Server functionality (including the creation of up to five (5) guest users)
    - Sponsor Portal

\* Knowledge transfer of configuration tasks will include a high-level overview only and will not include in-depth detail.

## PROJECT CLOSURE

A Project Closure meeting will be scheduled for the Customer and Seller to review the following as applicable:



- Questions pertaining to the report and/or engagement
- Clarification of outstanding issues
- Next steps

## **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

### **Preparatory Tasks**

1. Any applicable State or Local Building codes and permits
2. Provide Seller with detailed documentation showing access point locations, associated MAC addresses and antennas for each
  - a. To assist in naming purposes
3. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.

### **Onsite Engagement**

1. On site testing when Seller is providing REMOTE SERVICES
2. Schedule and coordinate all network outages and downtimes associated with this project
3. Participation in the development and execution of a comprehensive, functional (acceptance) test plan, basis for Customer's acceptance of the system
4. All appropriate, internal change control procedures

### **Environment Readiness**

1. Rack and Stack of equipment when Seller is providing REMOTE SERVICES
2. Provide all required network connections to the access point locations
3. Cabling to the access points
4. Mounting/installation of the access points
5. Ensure current network has no adverse conditions during this project
6. Ensure Microsoft environment has no adverse conditions during this project
7. Ensure VM environment has no adverse conditions during this project
8. Provide a switch located in the DMZ with two (2) available gigabit connections for the Guest Anchor Controller
9. DNS/DHCP configuration
10. Provide full access to all network devices necessary to implement the designed solution
11. Provide capable, onsite administrative staff to assist Seller with physical or logical configuration and testing of components

### **Security**

1. Ensure Cisco ISE has been installed and is prepared for WLAN integration

### **Technical Support**

1. Providing, implementing, configuring and troubleshooting wireless client devices
2. Must be present and assist with configuring and testing devices
3. Participation in the development and execution of a comprehensive, functional (acceptance) test plan, basis for Customer's acceptance of the system

## **SELLER RESPONSIBILITIES**

Seller is responsible for the following:

1. Provide a liaison for technical and management representation on overall project direction, and to serve as an escalation point for issue management and Customer technical resources
2. Develop project timeline and project plan
3. Lead weekly status meetings and provide necessary communication
4. Coordinate project activities with Customer and Seller
5. Provide technical oversight and serve as escalation point for Customer's technical resources

## PROJECT ASSUMPTIONS

In addition to any other assumptions described in this SOW, Seller assumes the following:

1. Any failed test conditions which have related/open technical support case(s) or known bugs may not constitute failure of the test
2. Seller will make changes to Cisco-manufactured equipment only
3. Network outages may occur
4. Seller did not perform a physical, pre-deployment wireless site survey, as such, inconsistencies and coverage gaps may occur therefore wireless coverage and quality of device connections is not guaranteed
  - a. Seller made recommendations for initial AP locations based on experience and best practices
5. RF Tuning is not part of the Validation Survey
6. Continuing 3<sup>rd</sup> party application developer support is not included in the MSE Advanced licensing
7. Code versions listed in scope may change based on engineering recommendations
8. Seller is not responsible or accountable for Customer requests which:
  - a. fall outside of and/or contradict the regulatory domain rules or governing laws applicable to Customer's installation
  - b. conflict with manufacturers' intended use of WLAN components
9. All work will be performed at the Port Angeles, WA location.
10. Seller will review initial low-level design with Customer. After mutual agreement, Customer will sign off on acceptance of the design. Any subsequent changes to the design can be made by requesting a Change Order. Seller implementation of the Change Order may be billed at additional cost on a Time and Materials basis.
11. Additional service hours may be required as a result of design changes or other unforeseen complexities as determined during the configuration, testing or deployment of the project.
12. Customer has existing, functional certificate services to be used as part of this project
13. Seller will only use Microsoft AD as an external identity store
14. If Apple mobile devices are used, Customer will utilize user-based authentication or customer-provided and installed certificates.

## OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. Providing, implementing, configuring and troubleshooting wireless client devices
2. Third-party certificate configuration
3. Guest access page custom configuration

## DNA QUICKSTART PROJECT SCOPE

Seller will implement and configure the hardware and software for the Cisco Digital Network Architecture Center (DNA-C) Solution at one (1) Primary Site. The following components will be included:

- Digital Network Architecture Center (DNA-C)
  - DNA-C server(s): Up to three (3) appliance(s) in Cluster Mode

- Site Creation
  - Up to three (3) sites total
  - Up to six (6) buildings total
  - Up to nine (9) floors total
- Device Discovery, Import, and Management
  - Up to fifty (50) infrastructure devices (switches, routers, WLC) total
  - Assign up to one hundred (100) AP's to building floor plans
  - Up to ten (10) Discovery scans
  - Troubleshoot up to five (5) devices not discovered
- Basic Assurance Telemetry Profile for DNA-C Infrastructure
- Creation of Wireless Maps for APs discovered in this project, if applicable

Subject to the other provisions of this SOW, Seller will perform the following services:

## **DNA-CENTER PLANNING AND DISCOVERY**

The DNA-Center Planning phase will consist of the following:

- Project Kickoff – The project team will be chartered, and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions and finalize any logistical details such as security clearance and network access credentials. Seller will provide a DNA-C implementation checklist for customer to fill out that will dictate how the solution is built. Items such as placement, IP addressing, credentials, etc., will be in the checklist. This checklist should be completed prior to the seller engineer arriving onsite.
- Discovery – The project team will discovery of the hardware, software, and licensing software for the DNA-C Solution. The project team will also review the DNA-C implementation checklist for accuracy and completion prior to the start of the project. Once reviewed, any changes to the checklist will be considered out of scope
- Requirements Gathering – The project team will conduct interviews with selected Customer staff to understand and document network connectivity requirements.

This Statement of Work is subject to revision pending the discovery portion of the engagement.

## **DNA-CENTER IMPLEMENTATION**

During the Implementation phase, Seller staff will build, configure new and/or reconfigure existing, and then test the following equipment configurations per the implementation checklist and the bill of materials for the DNA-Center project:

### DNA-CENTER

Seller will perform the following DNA-C configuration tasks per the discovery phase of the project:

- DNA-C in Cluster Mode
  - Backup/Restore
  - Integration with ISE and/or WLC
  - Dashboard Site Creation
  - Device Discovery, Import, and Management

- Assurance
  - Basic Telemetry Profiles for DNA-Center Infrastructure
  - Import and validate maps from existing Prime Infrastructure deployment if applicable

## **KNOWLEDGE TRANSFER**

Seller will provide up to six (6) hours of knowledge transfer and demonstration of the as-built settings and features for the following DNA-C Apps:

- Dashboard: Design, Policy, and Provision
- Assurance: Heatmaps, Device, Client, and Application 360 views

Seller will demonstrate the following DNA-C features, if customer provides a non-production environment in which to conduct demonstration:

- Base Automation: SWIM, PnP and Service Policy
- Wireless Automation: WLC, Intelligent Capture and Sensors

Knowledge transfer session will be mutually scheduled to occur approximately one (1) week after the DNA-C implementation is complete. This will allow DNA-C to populate data from Customer's imported network devices.

## **POST-CUTOVER SUPPORT AND PROJECT CLOSE**

Seller will transition your support documentation to either a Seller Day Two Support Team or your System Administration staff. Customer will decide on Day Two Support options provided by your Seller contact. If Day Two Support is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.

If a Seller Support Contract is chosen, a transition meeting will take place with that Support Team.

## **PROJECT OVERSIGHT**

Seller will assign a Project Administrator to perform the following activities during the project:

- Kickoff Meeting – Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- Point of Contact – Act as a point of contact for changes or escalations that may arise during the project.
- Project Closure – Recap the project activities, provide required documentation, identify any next steps, and formally close the project

## **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

1. Mutually schedule with Seller the project review with each Customer site contact
2. Provide the completed DNA-C checklist to Seller prior to Seller engineer arriving onsite. After reviewed and agreed upon, any implementation changes that need to be made as a result of incomplete or inaccurate checklist information may result in changes to the project fees
3. Supply Seller with floor plans based on scale drawings or blueprints in gif, pdf, dwg or png electronic format as needed for AP placement
4. Provide Seller with detailed documentation showing access point locations.
5. Provide Seller with information necessary to complete the DNA-C implementation checklist such as, IP address information, placement, and network inventory as needed.
6. Receive equipment, inventory, record serial numbers and apply asset tags
7. Provide all hardware, licensing, and SMARTnet necessary for implementation
8. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment

9. Provide proper 19" racks and screws for implementation
10. Provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the switch
11. Provide remote console/KVM access to servers/equipment located remotely or where physical access is limited.
12. Provide capable administrative staff to assist Seller with physical or logical configuration of components
13. Racking, mounting and connecting all equipment at the Port Angeles, WA location.
14. Provide necessary patch cables needed to complete implementation
15. Move all patch cables to the new equipment
16. All appropriate, internal change control procedures
17. Ensure current network has no adverse conditions during this project
18. Provide full access to all network devices necessary to implement the DNA-C solution
19. Staff will be on site and available throughout the duration of the project

## **SELLER RESPONSIBILITIES**

Seller is responsible for the following:

1. Provide DNA-C implementation checklist form to Customer to be completed by Customer.
2. Mutually schedule the project review with Customer contact
3. Work with Customer to review completed checklist.
4. Work with Customer to understand the environment and to validate the new networking hardware and software
5. Provide a liaison for technical and management representation on overall project direction, and to serve as an escalation point for issue management and Customer technical resources
6. Coordinate project activities with Customer and Seller
7. Provide technical oversight and serve as escalation point for Customer's technical resources
8. Provide recommendations for changes to existing networking infrastructure to ensure a successful DNA-Center implementation, if needed
9. Configure implementation-specific equipment and management components
10. Configure system components per agreed upon design and Seller best practice

## **PROJECT ASSUMPTIONS**

1. The current network must function properly (no adverse conditions) prior to the implementation of new equipment.
2. Cabling to all equipment is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
3. Customer's existing network is suitable for DNA-Center implementation. (Example: SNMP and Loopbacks configured on network hardware). If Customer's network is not suitable, a change order may be created to remediate the issues.
4. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.
5. Network outages may occur
6. All implementation changes will be required to be signed off on by the Seller senior engineer and the Customer project manager. Changes that are requested following the implementation checklist completion and review may affect project fees. Such changes will be billed on a time-and-material basis.
7. All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a SMARTnet support contract will be billable on a time-and-material basis.



8. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a Change Order.
9. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.

## OUT OF SCOPE

1. Any integration with equipment external to the Cisco DNA-Center solution
2. Design, Configuration, or Demonstration of any additional DNA-Center features or functions not included in the above scope (i.e. SD-Access)
3. Removal of packing materials
4. Removal of Electronic waste (This can be done via separate service fee)

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Network Design Document	Description of the approved design	PDF
Network Diagram	Visual depiction of the approved design	PDF
Wireless Deployment Report	WLAN Test Results, Access Points, Security and Management settings	PDF
As-Built Documentation	DNA-Center As-Built Information	PDF
Test Plan	Description of the test plan and success criteria	PDF
Project Plan	Project plan showing timelines and milestones	PDF

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$90,580.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 407 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates.

For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer - Networking – Per Hour	\$215.00	250	\$53,750.00
Senior Engineer - Networking – OT Per Hour	\$322.50	22	\$7,095.00
Senior Engineer - Wireless – Per Hour	\$225.00	26	\$5,850.00
Project Manager – Per Hour	\$205.00	65	\$13,325.00
Principle Engineer - Network/SDA – Per Hour	\$240.00	44	\$10,560.00
<b>Estimated Totals</b>		<b>407</b>	<b>\$90,580.00</b>

## EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By:



By:

\_\_\_\_\_

Name:

Chris Schroeder

Name:

\_\_\_\_\_

Title:

Supervisor, Service Contracts

Title:

\_\_\_\_\_

Date:

7/23/2020

Date:

\_\_\_\_\_

Mailing Address:

200 N. Milwaukee Ave.

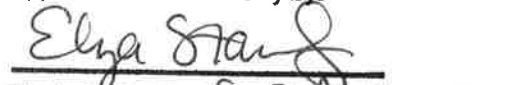
Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form only by:

  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362





## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County Cisco ISE Services	<b>Seller Representative:</b> Sean McLellan +1 (206) 218-3956 seanmcl@cdw.com
<b>Customer Name:</b>	Clallam County	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	June 16, 2020	<b>Solution Architect:</b> Daniel Ji
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Clallam County (“**Customer,**” and “**Client,**”).

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## PROJECT DESCRIPTION

### CISCO ISE IMPLEMENTATION/PILOT

#### PROJECT SCOPE

Customer would like Seller’s assistance with a pilot deployment of the Cisco Identity Services Engine (ISE) solution utilizing:

- Virtual Servers

Customer’s goal is to implement the Cisco ISE solution for the following network access methods and corresponding features:

Key Features	License Type	Wired	Wireless	VPN
AAA	Base	<input type="checkbox"/>	X	X
Guest Services	Base	<input type="checkbox"/>	X	n/a
EasyConnect (Passive-ID)	Base	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TrustSec	Base	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TrustSec-ACI-SDA	PLUS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Device Profiling **	PLUS	<input type="checkbox"/>	X	<input type="checkbox"/>
pxGrid	PLUS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Passive-ID (Non-Subscriber)	PLUS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BYOD	PLUS	<input type="checkbox"/>	X	<input type="checkbox"/>
Rapid Threat Containment	PLUS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MDM Integration	APEX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Posture Assessment	APEX	<input type="checkbox"/>	X	<input type="checkbox"/>
Threat Centric NAC	APEX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Device Administration – RADIUS	Base <input type="checkbox"/>	n/a	n/a	n/a
Device Administration – TACACS+	Base <input type="checkbox"/> TACACS X	n/a	n/a	n/a

\*\* Profiling via VPN is limited and dependent on AnyConnect software

Seller will provide design, and pilot implementation of the Cisco ISE solution. All work will be performed from the Customer's designated location(s) only. Seller will not travel to other Customer locations.

Subject to the other provisions of this SOW, Seller will perform the following services:

1. Discovery

- a. Review current configuration of existing Cisco access-layer switches, Wireless LAN Controllers (WLCs), and firewalls to determine necessary IOS level to support key 802.1x features
- b. Determine authentication requirements
- c. Discover Customer access policies and supported use cases
- d. Determine type of supplicant to use
- e. Identify any endpoint-specific technologies that would impact 802.1x such as Wake-On-LAN, PXE boot, power management, IP telephony, etc. for wired access
- f. Discover Network Devices that will utilize ISE for network device administration
- g. Review existing ACS 3.x/4.x/5.x implementation

2. Design

- a. Design network access for corporate users
  - i. Wireless
  - ii. VPN
- b. Design network access for guest users
  - i. Wireless
  - ii. VPN
- c. Determine method to be used for authenticating corporate devices – 802.1x, MAB, EasyConnect
- d. Design for devices not capable of supporting 802.1X authentication

- e. Design for profiling devices
- f. Design for posture assessment of managed devices
- g. Design for device registration/provisioning on supported mobile devices
- h. Flowchart the network authentication framework
- i. Design for high availability of Cisco ISE servers
- j. Design the following device administration type/s.

- i. TACACS+

### 3. Configuration

- a. Installation and configuration of Two (2) Cisco ISE server virtual appliances
  - i. 2x of Admin and Monitoring/Troubleshooting servers
  - ii. 2x of Policy servers
  - iii. 1x of SXP servers
- b. Configure high availability between primary and secondary ISE servers
- c. Configure ISE AAA policy rules
- d. Configure WLC's for 802.1x authentication and guest services
  - i. Ensure authentication checks are done for corporate devices
- e. Configure 802.1x access layer infrastructure devices in monitor mode for auditing of 802.1x environment
  - i. Refine and tune switch and endpoint supplicant configurations as necessary
  - ii. Ensure authentication checks are done for corporate devices
- f. Once monitor mode is completed, migrate switched environments into Auth-Mode
- g. Configure ISE AAA services for VPN access
- h. Configure Device Profiling of devices for:
  - i. Wireless
- i. Configure Posture Assessment of devices for:
  - i. Wireless
- j. Configure Device Provisioning for supported devices
- k. Configure Guest Services for:
  - i. Network Access Type
    - 1. Wireless
  - ii. Basic customization of guest portal page
- l. Configure ISE for integration with Microsoft Active Directory
- m. Configure ISE for Network Device Administration:
  - i. Configure Network Resources
    - 1. Network Device Groups
    - 2. Network Device Types
    - 3. AAA Clients
  - ii. Configure Device Admin Policy Sets

### 4. Pilot and Testing

- a. Test the ISE 802.1x environment with representative devices and use cases

- i. Validate the design, configuration, and customer use cases prior to production rollout
    - ii. Customer will provide 10-15 workstations or laptops running Customer OS images to test configuration of designed ISE features
    - iii. Customer will provide 10-15 IP Devices (AP's, IP Phones, Printers, etc.) representative of the production environment to test Device Profiling
    - iv. Customer will provide approximately five (5) wireless mobile devices to test Device Profiling
    - v. Customer will provide 5 types of Cisco Network Devices for testing device administration policies
  - b. Revise configuration as necessary
- 5. Production
  - a. Rollout of ISE for Wireless environment at the following locations:
    - i. Clallam County Courthouse Data Center
  - b. Rollout of ISE for VPN environment at the following locations:
    - i. Clallam County Courthouse Data Center
  - c. Rollout of ISE for Network Device Administration environment at the following locations:
    - i. Clallam County Courthouse Data Center
  - d. Configure network access devices with 802.1x configuration
  - e. Customer is responsible for deploying switch configurations based on templates provided by Seller
  - f. If required, package AnyConnect supplicant for end user devices rollout
- 6. Documentation and Knowledge Transfer
  - a. Document as-built network configuration
  - b. Document authentication framework
  - c. Document supplicant configuration
  - d. Provide knowledge transfer for Customer IT Staff – up to four (4) hours (non-classroom)
    - i. ISE Admin and Monitoring/Troubleshooting Persona
    - ii. Policy, Posture, and Profiler Personas
    - iii. Guest Server
    - iv. 802.1x configuration for access layer devices and endpoints
    - v. Network Device Administration

## **CUSTOMER RESPONSIBILITIES**

1. Customer will provide all ISE licensing and SmartNET required to support the features and tasks covered by this SOW
2. Customer is responsible for physical installation of all hardware
3. Customer will provide full access to all network devices necessary to implement the designed solution
4. Customer will provide Seller remote console / KVM access to ISE hardware (e.g. ISE iPEP) servers located remotely or where physical access to servers is limited
5. Customer will provide capable administrative staff to assist Seller with physical or logical configuration of components
6. Customer will provide 2x Virtual guest instances (Medium) capable of supporting Cisco ISE software. Current minimum system requirements for each Virtual guest are:

Requirement Type	Minimum Requirements	Small	Medium	Large
OS	Red Hat Enterprise Linux 7 (64-bit) KVM on QEMU (1.5.3-160) Hyper-V (Microsoft)			
CPU Cores	Hyperthreading Enabled	8	<b>12</b>	12
# of Processors		16	<b>24</b>	24
CPU Clock Rate	2.0 GHz or higher			
RAM		32 GB	<b>96GB</b>	256GB
Physical Disk	600 GB – 2TB (based on persona)			
Disk Controller	SCSI – min. 10k drives			
NIC	1-6 x 1 Gb			
Hypervisor	VMware v.8 for ESXi 5.1 U2 VMware v.11 for ESXi 6.x Hyper-V (Microsoft)			

7. Customer is responsible for building and configuring an ISE supported virtual environment– this includes any physical NIC connections that may be used for SPAN sessions
8. Customer will ensure all Network Access Devices (NADs) hardware and code, within the scope of this project, are supported by Cisco ISE and follow Seller best practice recommendations. Customer is responsible for performing upgrades or replacements of equipment if necessary.
9. Customer is responsible for deploying Network Access Devices (NADs) configurations based on templates provided by Seller
10. Customer understands that NO integration of ISE with any 3rd party NADs is included and will only be configured on a proof of concept/proof of value basis when time permits.
11. Customer will provide MAC addresses for all statically defined devices (e.g. will not use Device Profiling) in an authentication rule
12. Customer will provide and deploy all endpoint supplicants and/or AnyConnect on required endpoints based on configurations provided by Seller
13. Customer is responsible for any additional hardware, software, certificates, and licenses that are required for installation
  - a. Customer will provide valid public certificates for use on the ISE servers and the Guest Portal page to avoid browser errors.
14. Customer will ensure that all Network Devices support Radius and/or TACACS+

## PROJECT ASSUMPTIONS

1. Seller will provide design and pilot implementation of the Cisco ISE solution. All work will be performed from the Customer's location only. Seller will not travel to other Customer locations.



2. Seller will review initial low-level design with Customer. After mutual agreement, Customer will sign off on acceptance of the design. Any subsequent changes to the design can be made by requesting a Change Order. Seller implementation of the Change Order may be billed at additional cost on a Time and Materials basis.
3. Seller will configure no more than:
  - a. 10 AAA policy rules
  - b. 2 guest portal pages with basic customization using the variables and templates built-in to ISE
  - c. 4 profiling groups
  - d. 3 posture checks
  - e. 2 device provisioning policies
  - f. 3 Cisco Switches
  - g. 2 Cisco Wireless LAN Controllers (WLCs)
  - h. 2 FTD's
4. For Network Device Administration, Seller will configure no more than:
  - a. 5 AAA based policy rules
  - b. 2 Switches
  - c. 2 Routers
  - d. 2 Firewalls
  - e. 2 Wireless LAN Controllers
  - f. 2 different RADIUS based levels of network administrators:
  - g. 3 different TACACS+ levels network-based administrators:
5. Seller will deploy the following features as a proof of concept only:
  - a. Posture assessment
6. Seller will provide configuration templates for network access devices (NADs)
7. Seller will provide 802.1x supplicant configuration

## **OUT OF SCOPE**

1. Configuration of any other network equipment not directly related task of implementing the Cisco Identity Services Engine and configuring required services. Within scope are minor changes to existing network infrastructure that may need to occur to accommodate required services, such as VLAN configurations, routing, and AAA (authentication, authorization, and accounting) services.
2. Implementation, configuration, and testing as a result of design changes made after the initial design review and acceptance
3. Seller is not responsible for upgrading code on Cisco Switches, Wireless LAN Controllers, and Firewalls
4. Configuration or troubleshooting of Customer's existing CA or PKI solution
5. Configuration or troubleshooting of Customer's existing credentials/identity sources (AD, LDAP, ODBC, etc)
6. Custom HTML or Scripting for Web Portal(s)
7. Configuration of MACSec
8. Configuration of EasyConnect
9. Configuration of pxGrid
10. Configuration of TrustSec (SGA/SGT/SXP)

## ITEM(S) PROVIDED TO CUSTOMER

Table – Item(s) Provided to Customer

Item	Description	Format
Design Document	ISE Design and Authentication Flow Information	PDF
As-Built Documentation	As-Built Information	PDF
Supplicant Configuration	Document supplicant configuration	PDF

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## MICROSOFT PKI INFRASTRUCTURE HEALTH CHECK

### PROJECT SCOPE

During the engagement, Seller will utilize our experience with Microsoft Public Key Infrastructure (PKI) to make recommendations on how to best utilize the technology to meet your objectives. In addition, Seller will leverage the knowledge gained through previous deployments to avoid potential issues.

This engagement will:

- Develop a clear vision of the high-level solution goals and constraints.
- **Public Key Infrastructure Certification Authority Architecture Review.** A detailed review of the physical architecture and configuration of the Customer's Public Key Infrastructure and dependent components (i.e. the Active Directory environment).
- **Public Key Infrastructure Best Practices Analysis and Gap Identification.** This analysis will identify key areas within the Customer management process, problem investigation and solutions identification with an emphasis on gaps in functionality, variances from Seller's leading practices, and recommended remedies.
- **Findings and Recommendations Report.** Seller consultant(s) will prepare a report and present it during a review session along with associated documentation that may be useful for Customer.

### APPROACH

Seller will utilize a phased approach to achieving the goals outlined above.

A Public Key Infrastructure Health Check engagement is a highly interactive engagement involving significant customer participation. In order to ensure the success of the engagement, Seller asks that Customer stakeholders be made available as needed.

### PROJECT PRE-ENGAGEMENT PLANNING

Seller provides a planning questionnaire and schedules a pre-engagement planning conference call with the Customer's primary contact or project manager. During the call engagement logistics, attendees and Health Check content will be finalized.

## **ASSESSMENT**

### **HEALTH CHECK AND ANALYSIS**

The health check and analysis consists of a number of activities, all of which contribute to a systematic and rigorous evaluation of Customer's Public Key Infrastructure.

### **ENVIRONMENT EXAMINATION**

The Seller consultant(s) will become acquainted with the existing Public Key Infrastructure and the Certification Authority Hierarchy (PKI Certification Authority Hierarchy). The consultant(s) will also become acquainted with any integration with the Active Directory infrastructure and any auxiliary environments that might have a dependency on the Certification Authority Hierarchy. The Environment Examination includes 2 distinct phases: Design & Configuration Check and a detailed Health Check.

### **DESIGN & CONFIGURATION CHECK**

The Seller consultant(s) analyzes the current PKI Certification Authority Hierarchy design and configuration, looking for gaps or deficiencies in the following areas:

- Certification Authority Servers
  - Server Configuration & Auditing
  - Server Security
  - Server Health
  - Certificate Services Configuration & Auditing
  - Certificate Services Security
- Relevant Active Directory Infrastructure
  - Public Key Policies Container
  - Active Directory Configuration partition replication & site design
  - Applicable Group Policies
  - Dependent Active Directory services
- Certificates & Certificate Management
  - Certificate Template(s)
  - Practices concerning issuance, revocation, renewal & expiration
  - Issued Certificates
  - Legacy or dependent services
- Public Key Enabled Applications Assessment

### **HEALTH CHECK**

The health check evaluates whether the following areas are working properly and identifies any gaps indicating where either functionality is sub-optimal or non-performing. The health check will validate the following:

- Verify the overall health of the Certification Authority Hierarchy
- Verify Authority Information Access points & Certificate Revocation List Distribution Points
- Verify the publishing and replication of Public Key Infrastructure objects in Active Directory
- Verify the practical management of the Public Key Infrastructure
- Verify the security settings in use of the Certification Authority Hierarchy
- Assess the availability of the existing system to meet current and future needs

These activities provide the basis for, and typically contribute to, the Gap Identification and Best Practices Analysis component.

## **PROBLEM INVESTIGATION**

Seller will investigate known anomalies presented by Customer and problems revealed during the Health Check. Potential solutions are then identified, and problems are arranged to be mitigated through the Change Request process, which is above and beyond hours covered in the Statement of Work. This Change Request process will ensure that the appropriate staff will be dispatched for particular problems identified during the Health Check.

## **SYSTEM ANALYSIS**

Seller consultant(s) will also perform a gap analysis of the existing system which focuses on gaps in functionality and variances from leading practices. The Seller consultant(s) will analyze the degree to which Customer's implementation makes full use of available functionality, aligns with best practices, and meets business requirements

Typical activities include:

- Identify users with privileged permissions in the Certification Authority Hierarchy
- Verify documented Public Key Policies GPO settings to actual settings
- Verify Actual Public Key Policy GPO settings are being applied correctly
  - Review of Security Model
- Identify roles and responsibilities within the PKI
- Review of PKI Maintenance & Management Practices
- Review of Business Continuity Practices (Disaster Recovery)

## **PROJECT CLOSURE**

To record the results of the Public Key Infrastructure Health Check and provide the basis for further actions by Customer, Seller consultant(s) will provide a Health Check Findings and Recommendations document as outlined below. At the request of Customer, Seller consultant(s) will formally present the health check findings during a review session with applicable persons and parties as defined by Customer.

## **CUSTOMER RESPONSIBILITIES**

1. Communicate all material project matters to Seller's contact person.
2. Provide at least one qualified technical person with system administration responsibilities for the duration of the project.
3. Provide qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment for the duration of the project.
4. Provide other qualified, knowledgeable personnel who will perform your obligations under this SOW, make timely decisions necessary to move performance of the services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the services.
5. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.

## **PROJECT ASSUMPTIONS**

1. All servers run on Windows Server 2008R2 or later.
2. It is assumed that the Active Directory infrastructure forest & domain(s) functional level is AD 2008R2 mixed mode or greater.
3. It is assumed that Seller consultants will be evaluating a single Certification Authority Hierarchy consisting of Microsoft Certification Authorities.
4. It is assumed that the existing Certification Authority Hierarchy is integrated with a single Active Directory domain.
5. It is assumed that Seller consultant(s) are not evaluating or auditing the Certification Authority Hierarchy for applicable compliance requirements (i.e. PCI, HIPAA).

6. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.

## OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Remediation of PKI gap analysis items is out of scope.
2. Non-Microsoft PKI services or servers are not in the scope of this Health Check.
3. This Health Check will not be used to prove regulatory compliance.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Table – Item(s) Provided to Customer

Item	Description	Format
Health Check Findings and Recommendations	<p>A document that contains a formal review of the findings of the Health Check and Analysis</p> <ul style="list-style-type: none"><li>• Evaluation of overall architecture</li><li>• Analysis of current configuration</li><li>• Identification of problem remediation opportunities</li><li>• Opportunities for improvement and increased return on investment</li><li>• Recommendations for changes to address gaps or new business requirements</li></ul>	PDF

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all

communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$37,405.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 167 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s),



there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$220.00	131	\$28,820.00
Senior Engineer – OT Per Hour	\$330.00	8	\$2,640.00
Project Manager – Per Hour	\$205.00	26	\$5,330.00
Project Manager – OT Per Hour	\$307.50	2	\$615.00
<b>Estimated Totals</b>		<b>167</b>	<b>\$37,405.00</b>

## EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By: Chris Schroeder

By: \_\_\_\_\_

Name: CHRIS SCHROEDER

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

Title: SUPERVISOR, SERVICE CONTRACTS

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

Date: 7/21/2020

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

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form only by:

Elizabeth Stanley  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362



## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County Cisco Firewall migration	<b>Seller Representative:</b> Sean McLellan +1 (206) 218-3956 seanmcl@cdw.com
<b>Customer Name:</b>	Clallam County	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	June 22, 2020	<b>Solution Architect:</b> Daniel Ji
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## PROJECT DESCRIPTION

### PROJECT SCOPE

Clallam County currently has (1) HA pair of Cisco ASA 5510 that is acting as their perimeter firewall at the Courthouse location. There are also (1) HA pair of ASA 5505 and another single ASA 5505 acting as their internal firewalls.

Seller will be migrating the current Cisco ASA solution to the following Cisco FTD solutions:

- (1) Cisco FTD 2110 HA Firewall pair– These firewalls will be in an Active/Passive HA configuration and will reside on the perimeter of the network. Active services on these firewalls will include termination of internet, NATs and security ACLs, termination of remote user VPN & IPSec VPN tunnels. This FTD 2110 pair is currently deployed to protect VMView security server only and will be used to replace the existing 5510 pair and PIX 515E at the courthouse location after migration is completed. Basic next generation firewall services such as IPS, AMP and URL filtering will also be configured.
- (1) Cisco FTD 1010 HA Firewall pair – These firewalls will be in an Active/Passive HA configuration and will be acting as an internal firewall. NGFW IPS services will run on this firewall pair.
- (1) Cisco FTD 1010 Firewall – This firewall will be acting as an internal firewall. NGFW IPS services will run on this firewall.

Seller will provide professional services to assist with migrating customer’s existing Cisco ASA firewalls to Cisco Firepower Threat Defense (FTD) NGFW appliances, as well as configuring a new virtual Firepower Management Console (FMC) in customer’s existing VMware environment. As part of this project, Seller will perform the following tasks:

- Review existing configuration of Cisco ASA and PIX firewalls
- General configuration migration From ASA to Cisco FTD firewalls using a combination of Cisco’s migration tools

and manual configuration

- Design and configuration of Firepower Management Console (FMC)
  - Set the hostname, password, domain name, DNS, date and time
  - Configure Management IP
  - Configure the Firepower Management Console for reporting, and policy configuration of the FTD
  - Configure FMC communications with FTD Appliances
  - If applicable, Configure of Multiple Domain Management
  - Configure the Firepower Management Console for visibility into other data feeds
  - If Applicable, configure High Availability Appliances
  - Firepower Threat Defense (FTD) Appliance Configurations, the following items will be reviewed and migrated from existing ASA configuration to FTD
    - Routed or Transparent Mode or IPS Only Mode
    - Management Interface
    - Physical or Logical Interfaces
    - Security Zones
    - High Availability
    - Rate Limiting QoS
    - Routing
    - NAT/PAT addressing policies to reflect connectivity requirements
    - Access Control Policies
    - Any IPsec and/or SSL VPN connectivity requirements
      - Test VPN Connectivity based on Customer Use-Cases
  - Configure Network Discovery Policy to identify hosts, servers, applications, users, and network devices
  - Configure IPS Inspection Policy
  - Configure Application Visibility and Control (AVC)
  - Configure URL Filtering policy(FTD 2110 only)
  - Configure AMP for Networks anti-malware file policy (FTD 2110 only)
  - Configure DNS Inspection and Sinkhole policy (FTD 2110 only)
  - Configure a User Access Policy
- Analysis and basic tuning of the Firepower Services in effort to mitigate false positive events and to effectively position intrusion prevention within the relevant environment
  - Basic configuration of the Firepower connection events (i.e. logging, IP logging, dropping, etc.)
  - Configuration and basic tuning of whitelists, blacklists, and application identification
  - Configuration and basic tuning of the Signature Definitions; turning on/off signatures categories relative to Customer's network environment based upon Firepower recommendations from the Network Discovery Policy

## PROJECT PLAN

### PLANNING

The planning phase consists of the following:

- Project Kickoff – The project team will be chartered, and staff will be assigned to project roles. The team will review Customer's needs, discuss/revise the project scope and assumptions, and finalize logistical details.
- Inventory Hardware – Seller staff will inventory, document, and hardware power-on test. Issues with faulty hardware, as well as inventory discrepancies, will be identified and resolved.
- Project Planning – Members of the project team will develop a detailed project plan and test plan for the Firepower Threat Defense Services deployment.

## DESIGN

Seller will conduct a detailed design session with the project team. The goal of this design session is to identify and address architectural, security, and device management requirements. The design phase consists of the following sub-phases:

- Analysis – Seller and Customer technical staff will work together to:
  - Review network architecture, technical specifications, and VPN requirements
  - Analyze hardware configuration
  - Review industry best practices in order to develop baseline design information.
- Network Design – Seller staff will lead an effort to:
  - Develop the final design
  - Identify all security zones on the network
  - Map security zones to physical and virtual interfaces
  - Design communication between Firepower Management Console and Firepower Appliances
  - Design site-to-site and remote access VPN considerations
  - Design SSL VPN considerations
- Documentation – Seller staff will document and diagram the Firepower Threat Defense Services design, including VPN.

## STAGING

The process for staging, configuring and testing the Firepower Threat Defense Appliances can be further detailed as follows:

- Upgrade FXOS and FTD Software to meet the standards specified in the design phase
- Install Firepower Management Console in the VMware environment, including:
  - Download latest Security Intelligence and vulnerability database updates
  - Install User Agent on a Domain Member computer and ensure User and Group information is populated in the Firepower Management Console
- Build the FTD Appliance configuration to the specifications documented in the design phase, including:
  - Firewall security zones
  - Firepower connectivity to Firepower Management Console
  - Apply initial Network Discovery Policy and Access Control Policy
  - VPN configuration
- Execute the test plan developed during the planning phase to ensure proper design and configuration

## FIREPOWER THREAT DEFENSE IMPLEMENTATION

The process for implementing the Firepower Threat Defense can be further detailed as follows:

- During a scheduled change period, the Firepower Threat Defense Appliances will be placed into production.
- Seller will work with Customer to perform application testing to validate the implemented firewall policy developed in the design phase of this project.
- Remote User VPN connectivity will be tested
- Site to Site VPN connectivity will be tested
- Next-Generation Services (IPS/AVC/AMP/URL) will be placed in promiscuous mode to allow for Network and Application discovery

The Seller will provide day one support on the first production day following the cutover.

- During day one support, the network discovery information will be reviewed and corrected to account for the customer's unique environment
- An initial IPS policy in "alert, don't block" configuration will be applied to begin creating a tuned ruleset based upon the initial network discovery information



- An initial URL filtering policy will be applied for web browsing and reporting
- An initial File Policy will be created to identify potential malware being transferred across the network or identify any infected hosts via the Security Intelligence information
- Application Visibility and Control (AVC) rules will be created using the identified applications in the Firepower Management Console's application maps

Seller will perform Two (2), Four (4) hour Firepower tuning sessions following the first day of support for the firewall implementation. The first tuning session will be scheduled between one (1) and two (2) weeks after the initial Firepower promiscuous deployment. Seller will work with the customer to review the events collected and tune the full solution. Any identified malware, IPS events and AVC connection events will be investigated and custom workflows for the customer will be created.

The second Firepower tuning session will be performed within two (2) weeks of the first tuning session and not exceeding thirty (30) business days from the initial deployment. Inspection policies will be reviewed and tuned, custom reports scheduled, administrative access controls implemented and final configuration of event notifications.

If a malware outbreak is identified Seller will assist Customer in identifying and remediating the infected hosts. If the outbreak is determined to be severe and Customer wishes Seller assistance with remediation a Change Order may be required for additional remediation efforts.

Seller will provide first day of support after tuning sessions and IPS implementation changes for the Firepower Services.

### **KNOWLEDGE TRANSFER**

Seller will provide up to (4) hours of knowledge transfer for the Firepower Management Console interfaces. Topics include operational tasks, managing security policies, updates, and/or other specific topics customer would like covered.

### **PROJECT CLOSURE**

This phase signifies the end of the project. All services in the Description of Services section of this document are completed and all items to be provided are received by Customer.

## **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

1. Provide at least two 4-hours maintenance window to allow for the cutover to the FTD solution.
2. Configuration of their LDAP environment when integrating with the FTD solution. Seller will provide guidance on the required configuration for integration.
3. Customer will provide documentation for required connectivity through the firewall that includes source IP, destination IP, port, protocol information, and network address translation requirements. If traffic analysis is required to determine the appropriate connectivity information; it may result in a revision of the services estimate.
4. Customer is responsible for all change control procedures and notifications that are necessary for the performance of this project.
5. Customer is responsible for racking, cabling, and powering of all equipment
6. Customer is responsible for application testing to be performed during cutover(s).
7. Customer will provide full access to all network devices to Seller.
8. Customer is responsible for any additional hardware, software, certificates, and Smart licenses that are required for installation.
9. Customer is responsible for providing a supported virtualization environment for any Firepower components that are to be virtualized.
10. Customer is responsible for interpreting firewall configuration or provide a resource who is familiar with the existing solution
11. Customer will provide at least one (1) domain member computer for installation of the User Directory Agent to allow for user policy creation.

## PROJECT ASSUMPTIONS

1. Customer will provide Seller staff with appropriate physical and network access to implement configurations defined in this statement of work.
2. There is adequate power, UPS, rack space, and network connectivity for the devices included on the bill of materials
3. For the Firepower services, Seller will configure up to:
  - a. 6 Access Control policies
  - b. 4 IPS and Application Visibility policies
  - c. 2 Application rules per security policy
  - d. 2 File policies
  - e. 2 URL policies
  - f. 2 DNS Inspection and Sinkhole policies
4. Training documentation is not part of this project.
5. For Migration Deployments:
  - a. Firewall configurations will be migrated 'as-is'.
  - b. Migrations may be manual and/or use Cisco's FTD Firewall Migration Tool. \*\*\*Note – Cisco's FTD Migration Tool only supports Cisco ASA code 9.1+ and only migrates limited features within the configuration\*\*\*
  - c. In addition, Seller will configure no more than (6) Interfaces and (3) Zones.
  - d. In addition, Seller will configure no more than (10) Security Policy Rules.
  - e. In addition, Seller will configure no more than (20) Network Address Translation (NAT) or Port Address Translation (PAT) entries.

## OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Configuration of any other network equipment not directly related task of implementing the Firepower services and configuring required services. Within scope are minor changes to existing network infrastructure that may need to occur to accommodate required services, such as VLAN configurations, routing, and AAA (authentication, authorization, accounting) services.
2. Racking, cabling, and powering hardware equipment
3. Advanced IPS tuning beyond normal Firepower tuned recommendations.
4. Custom IPS signature creation.
5. Custom Open-App ID creation.
6. Firewall Configuration Cleanup and Optimization
7. Certificate distribution of certificates or configuration of existing PKI solution
8. SSL Decryption configuration
9. New SSL VPN configuration
10. New Site-to-Site VPN configuration

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Design and As-Built Document	A detailed design and as-built document including any Firepower Services and/or VPN services	PDF
Network Diagram	Diagram of logical and physical connectivity	Visio

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$35,777.50 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 156 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$220.00	116	\$25,520.00
Senior Engineer – OT Per Hour	\$330.00	14	\$4,620.00
Project Manager – Per Hour	\$205.00	23	\$4,715.00
Project Manager – OT Per Hour	\$307.50	3	\$922.50
<b>Estimated Totals</b>		<b>156</b>	<b>\$35,777.50</b>

## EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By: 

By: \_\_\_\_\_

Name: CURTIS SCHRIENER

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

Title: SUPERVISOR, SERVICE CONTRACTS

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

Date: 7/21/2020

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

Mailing Address:


200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form only by:



Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County



## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

<b>Location(s)</b>	<b>Address</b>
Clallam County	223 East 4th St., Port Angeles, WA 98362



## STATEMENT OF WORK

<b>Project Name:</b>	Active Directory Health Check and Upgrade	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 25, 2020	<b>Solution Architect:</b> Kent Compton
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

#### OVERVIEW

Customer currently has three (3) Microsoft Active Directory Domain Services (“AD DS”) forests—CC.local, Clallam.local and email.local—each with a single domain. Email.local is out of scope for this project.

- CC.local is used primarily for resources—domain-joined Windows clients and Windows Server servers—is running at forest functional level (FFL) and domain functional level (DFL) 2008 R2 and comprised of two (2) domain controllers (DCs). The domain controllers are also running the Windows Server roles Domain Name System (DNS) and file services.
- Clallam.local is used primarily for user accounts/objects, groups but does contain some Windows client and Windows Server computers. It is comprised of four (4) DCs running at FFL/DFL 2003. Its DCs are also running DNS, Dynamic Host Configuration Protocol (DHCP), Windows Internet Name Service (WINS) and two (2) are running file services. It hosts roaming profiles, logon scripts, and redirected AppData. Customer conducted their own health check on the domain within the past six months, so it is being excluded from Seller’s Health Check.
- Email.local intended purpose was to serve as a multi-agent email system, but Customer has changed directions and expect to decommission this forest/domain in the not-so-distant future. It is comprised of two (2) DCs and running at FFL/DFL 2008 R2. Its DCs are also running DNS.

Customer has asked Seller to conduct an AD DS Health Check and Upgrade the FFL/DFL on CC.local and Clallam.local. Seller’s recommendation is to treat the Health Check and Upgrade as separate phases, because there may be remediation tasks discovered during the Health Check that will need to be addressed first.

During the Health Check, Seller will utilize our experience with AD DS to assess and analyze CC.local and Clallam.local and the six (6) domain controllers for AD DS best practices. We will make prioritized recommendations for potential changes and remediations of items discovered.

The Health Check will:

- Develop a clear vision of the high-level solution goals and constraints
- Unify the project team behind a common vision
- Investigate two (2) Active Directory Domain Services forests for gaps and issues
- Provide a detailed recommendations document created specifically for Customer
- Provide remediation for up to 24 time-boxed hours

During the Upgrade, Seller will utilize our experience with AD DS to configure up to six (6) new Windows Server 2016 domain controllers extending CC.local and Clallam.local, move the Flexible Single Master Operations (FSMO) roles, configure the network services to match legacy DCs, raise the schemas to 87, remove the legacy DCs Domain Services role and take them offline, reuse the fully qualified domain name (FQDN) and IP Addresses of the legacy DCs with the new DCs, and promote the FFL/DFL to 2012—the highest level Customer’s existing Exchange Server 2003 supports. The FFL/DFL can be raised by Customer to 2016 if/when the Exchange Server 2003 server is decommissioned.

Note: In Windows 2000 Server and Windows Server 2003, Microsoft’s directory service was named Active Directory (“AD”). In Windows Server 2008 and later versions, the directory service is named Active Directory Domain Services and sometimes Windows Server Active Directory. The rest of this Statement of Work refers to AD DS, but the information is also applicable to AD and WSAD.

## **APPROACH**

Seller will utilize a phased approach to achieving the goals outlined above. For the purpose of this SOW, the following phases will be utilized to achieve the objective stated above.

## **PROJECT KICK-OFF MEETING**

Seller will begin with a project kick-off meeting with Customer’s core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and the design session schedule
- Knowledge transfer and review of your company and vision
- Review of design session goals
- Requirements definition

## **ASSESSMENT**

### **AD DS HEALTH CHECK AND ANALYSIS**

The Health Check and Analysis consists of many activities, all of which contribute to a systematic and rigorous evaluation of Customer’s AD DS environment. Seller will assess and analyze the CC.local and Clallam.local forests/domains. Email.local is **not** being assessed and analyzed, because Customer is removing that forest/domain.

### **ENVIRONMENT EXAMINATION**

We will first become acquainted with the existing AD DS architecture and any auxiliary environments or applications that rely on or affect AD DS. The Environment Examination includes a Design Check and a Health Check.

### **DESIGN CHECK**

We will analyze the current AD design and looks for gaps or deficiencies in the following areas:

- Forest and Domain Architecture
- Domain Controllers

- DNS and Namespace design
- NetBIOS Name Resolution
- Flexible Single Master Operation (FSMO) Placement
- Replication topology and Site Design
- Organizational Units (OU)
- Group Policy Objects (GPO)
- AD DS Monitoring & Backup Processes
- AD DS Disaster Recovery
- AD DS Antivirus; Patch Management Processes
- Audit Policies
- Security Policies
- Account Lockout Policies

### HEALTH CHECK

The health check evaluates whether the following areas are working properly and identifies any gaps indicating that they are not. The health check will:

- Verify the health of each Domain Controller
- Verify FSMO ownership propagates properly throughout the Forest
- Verify Site & Subnet topology
- Verify replication convergence
- Verify FRS or DFS-R is replicating properly
- Identify users with Enterprise Admin, Schema Admin and Domain Admin rights

These activities provide the basis for, and typically contribute to, the Gap Identification and Best Practices Analysis component.

### PROBLEM INVESTIGATION

We will investigate known anomalies presented by Customer and problems revealed during the Health Check. Potential solutions are then identified and can be mitigated through the Change Request process, which is above and beyond hours covered in the Statement of Work. This Change Request process will ensure that the appropriate staff will be dispatched for particular problems identified during the Health Check.

### REPORT, PRESENTATION AND REMEDIATION

We will formally present the Health Check findings during a review session with system administrators and leads. The Findings and Recommendations document and presentation also provide a high-level road map of next steps and an outline of potential issues. To record the results of the AD DS Health Check and provide the basis for further actions by you, Seller will provide an AD DS Health Check Findings and Recommendations document as outlined below.

We have allocated exactly 24 time-boxed hours to assist in remediating critical and/or highly important issues discovered during the Health Check. Customer and Seller will work together to determine which specific issues, if any, need to be remediated. If additional hours are needed for the Seller to fully resolve the issues Customer can request a Change Order to expand the scope and increase the Services Fees.

### PHASE COMPLETION

To record the results of the AD DS Health Check and provide the basis for further actions by Customer, Seller will provide an AD DS Health Check Findings and Recommendations document as outlined in the Item(s) Provided to Customer section below. The Services Fees in this Statement of Work do not include time for remediating Seller's recommendations; however, a Change Order can be written to add remediation to the scope and increase the Services Fees.

## PLANNING AND DESIGN

### AD DS UPGRADE PLANNING

We will work with Customer to understand the current environment and to plan out the details for upgrading to a new forest functional level/domain functional level and schema taking into consideration any constraints. Topics to be covered in this phase include:

- Verify that requirements and assumptions are met
  - Applications are assumed to be compatible with Active Directory Domain Services functional level 2016
- Determine server naming conventions
  - Review existing NetBIOS/FQDN and IP dependencies
  - Transition/temporary FQDN and IP Addresses vs final/end state
- Identify existing Domain Services roles that will need transferred to the new domain controllers
  - DNS, DHCP and WINS (where applicable)
  - FSMO role holders
  - File Replication Service (FRS) to Distributed File System-Replication (DFS-R) on Clallam.local (detail in next section)
- Review scheduling requirements for Customer operations and cutover tasks

After the analysis is complete, Seller will work with Customer to outline a project plan to reflect the findings from analysis and to lay out the timelines for the upgrade. Joint ownership of tasks will be identified, and appropriate resources assigned to tasks. Dependencies and requirements will be validated and signed off on by all parties.

Seller is NOT investigating, assessing, documenting, evaluating risk, or mitigating any of the following:

- Application compatibility with Schema upgrade
- Applications compatibly with domain services functional level changes
- Applications installed on DCs and their functionality after removing AD DS

### DFS SHARE DISCOVERY AND DESIGN

During this session, Seller will work with Customer's technical staff that is responsible for the Distributed File System and has knowledge of the file shares and usage. This session will finalize the file share and user group definitions to provide a scope of the DFS Namespace and DFS Replication requirements.

The following topics will be included in the session:

- Discovery of file shares, group or individual ownership, user access and share sizes
- Discovery of user groups and types of file share mappings to be provided in the namespace
- Discovery of data center and remote site storage in use and availability for future use for file shares
- Logical namespace design and mappings
  - Review of Access-based Enumeration effects on namespace use
- File share / namespace storage mapping and replication definitions for:
  - Up to three (3) file shares
  - Up to one (1) site and three (3) servers
- Review file server and network bandwidth available/requirements
- Plan for DFS role installation on required servers

## **BUILD**

### **AD DS UPGRADE**

After the Planning and Design phase has completed, Seller will work with Customer to build the new domain controllers and servers on Customer's hardware. This solution assumes the following configuration:

- Windows Server 2016 AD DS domain controllers
  - This is limited to configuring the domain services role on five (5) new Windows Server 2016 servers.
  - Configuring Active Directory integrated DNS on the new domain controllers.
- If the domain controllers are to be virtualized, virtual machines will to be provisioned by Customer in advance of this project.

The Build Phase will include the configuration of these four (4) domain controllers, configuring up to two (2) DHCP servers for Clallam.local, converting from FRS to DFS-R for SYSVOL replication on Clallam.local, transferring the FSMO roles, and verifying the stability of and replication between the DCs.

- Because AD DS in Windows Server 2016 does support forest functional level/domain functional level 2003 Seller will configure one (1) additional Windows Server 2012 virtual machine with the Domain Services role to transition the upgrade of the Clallam.local domain to 2012 and then to 2016. Utilizing your existing 2012 DC and building a new domain controller is to provide as much high availability as possible while keeping costs at a minimum.
- Customer is responsible for configuring backup, monitoring and/or antivirus agents and services on the new Windows Server 2016 servers.
- Seller will demote/remove the Domain Services roles from the existing Windows Server 2003 and 2008 R2 domain controllers. Because Customer want Seller to reuse the FQDN and/or IP Addresses from those DCs the servers must be powered off as the new DCs are brought online.
- Seller will promote the Forest and Domain Functional Levels; however, Customer are responsible for investigation or enumeration of applications and application dependencies on those functional level changes.
- Applications and services such as Windows Server file services running on Windows Server 2003 DCs will be left as-is, and Customer is responsible for migrating or troubleshooting applications that fail to work after demotion of those DCs.
- Because the FQDN and IP Addresses on at least some the existing Windows Server 2003 and 2008 R2 DCs are being reused, any applications and Windows Server roles—which aren't explicitly in-scope for Seller to move during in this project—running on them will need to be migrated by the Customer prior to the start of this project.

### **CONFIGURE DFS NAMESPACE AND REPLICATION**

During this phase, Seller with participation from Customer's technical staff who is responsible for DFS will configure DFS-N and DFS-R. This phase will also require Customer to provide access and administrative privilege to DFS-N and DFS-R servers.

Implementation tasks that require physical presence in remote locations within the United States are not estimated in this Statement of Work. The Change Order process, defined below, will be utilized to add travel and services to remote sites if desired.

Tasks to be included in this phase include:

- Coordinating, with Customer, of new servers and other systems required to implement the DFS solution.
- Configuring DFS-N role on domain controllers, as required
- Validating storage space availability and usage for DFS share replications
- Configuring DFS-N and DFS-R definitions
  - Up to three (3) file shares will be configured



- Single failover / failback definitions for shares
- Up to one (1) sites or three (3) servers will be configured
- Testing and validating DFS-N and DFS-R operations

## PROJECT CLOSURE

At the project's conclusion, a closure meeting will be held with Customer and Seller to verify that all business and technical requirements have been satisfied.

## **ASSUMPTIONS**

1. The Health Check is limited to the investigation or enumeration of two (2) AD DS forests each with one (1) domain.
2. Seller will analyze up to five (5) domain controllers.
3. During the AD DS Health Check, Enterprise Admin rights will be granted to the Seller's engineer who is performing the testing. Several tools used require Enterprise Admin rights.
4. All domain controllers enumerated reside in the United States.
5. All tools the Seller installs or runs will be done so on Customer's hardware. Seller retains all rights to the Seller-developed tools.
6. The Upgrade project is limited to two (2) AD DS forests each comprised of one (1) domain.
7. Because Customer's VMware EXSi version only supports up to Windows Server 2016, Seller will utilize either Windows Server 2012 R2 or 2016 as the operating system for the new domain controllers.
8. There are not any other roles or applications on the current domain controllers that prevent the domain services role on them from being removed/decommissioned.
9. Since duplicate FQDN/NetBIOS and IP addresses cannot be on the network at the same time, reusing the existing DC's FQDN/NetBIOS and IP addresses will result in an outage for those machines while each of their new replacement DCs are being configured.
10. Because Customer has asked Seller to reuse the existing domain controllers' FQDN/NetBIOS and IP Addresses on the upgraded DCs, Customer acknowledges and accepts that all other roles or applications installed on the existing DCs will go offline when the servers are powered off.
11. Prior to the start of the AD DS Upgrade, Customer is responsible for migrating users' redirected AppData folders from the current domain controller (NF1001) to a new Windows Server file services server that is **not** a domain controller.
12. The new AD DS domain controllers' SYSVOL storage volumes have enough free capacity to support migrating all of the files in the 2003 domain controller's FRS SYSVOL to DFS-R.
13. Seller will configure up to three (3) DFS file shares.
14. DFS directory structure does not exceed two (2) levels.
15. Seller will configure one (1) DFS site.
16. Available storage space is adequate for DFS Replication to succeed.
17. DFS-R replication with new server will occur within the same site over the LAN.
18. Customer is responsible for migrating any data not being replicated by DFS-R.
19. The current AD DS and DNS environments are healthy, properly functioning and the domain controllers are replicating without errors.
20. Customer will provide subject matter experts in any applications that may be necessary to connect to AD DS. These experts will provide the project team with authentication and migration plans. Seller will NOT design any application migration procedures.
21. Some services may be performed at a location other than Customer's location (or another location designated by you). When services are performed at Customer's location (or another location designated by you), Customer will provide adequate, co-located workspace for the engagement personnel (both Seller personnel and Customer personnel) with appropriate system access. Seller recommends keeping these personnel separate from support teams and those performing daily operations. When services are performed at Customer's location (or another location designated by you), the site will be secure. Seller is not responsible for lost or stolen equipment.
22. Customer and Seller will follow Seller's Project Management Methodology for this project.

23. Customer will provide network connectivity, Internet access and voice access for local and long-distance calls.
24. All Change Orders will be provided in a timely fashion either by U.S. Mail, e-mail, personal transfer or facsimile transmission to Seller's contact person.
25. If specified in the "Project Scope" section above, initial support services related to the services that are the subject of this SOW will be available as specified in that section. Seller will invoice Customer for the time Seller performs this support, calculated using the rates specified in the "Services Fees" section below (in the increments specified therein).
26. Cost of Delay: The cost of all delays in Customer approval, issue resolution, and information provision to our team will be paid by Customer.
27. External Dependencies: There may be external projects/dependencies that may have significant impact on the timeline, schedule, and work items. It is our assumption that every reasonable attempt will be made to mitigate such situations.
28. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.

## **CUSTOMER RESPONSIBILITIES**

1. Build new server hardware and/or create guest virtual machines, install baseline operating system and all applicable software updates according to Microsoft best practices, and establish network connectivity.
2. Migrate users' redirected AppData folders from the current domain controller running Windows Server file services (NF1001) to a new Windows Server file services server that is not a domain controller.
3. Communicate all material project matters to Seller's contact person.
4. Application compatibility and application support.
5. Provide at least one qualified technical person with system administration responsibilities for the duration of the project.
6. Provide qualified personnel at Customer's location (or any other location designated by Customer where services are to be provided) to support the existing equipment for the duration of the project.
7. Provide other full-time, qualified, knowledgeable personnel who will perform Customer's obligations under this SOW; make timely decisions necessary to move performance of the services forward; participate in this project to the extent reasonably requested by Seller; and reasonably assist Seller with its performance of the services.
8. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.

## **OUT OF SCOPE**

Specific tasks outside this SOW include, but are not limited to:

1. Troubleshooting and/or remediating the current AD DS environments beyond the 24 time-boxed hours allocated in the Services Fee section.
2. Seller is NOT investigating, assessing, documenting, evaluating risk, or mitigating any of the following:
  - a. Application compatibility with Schema upgrade.
  - b. Applications compatibility with domain services functional level changes.
  - c. Applications and Windows Server roles installed on DCs and their functionality after removing Active Directory Domain Services.
3. Reviewing, configuring and/or migrating any other Windows Server roles other than AD DS, DNS, WINS and DHCP. An example of some roles which are out of scope include Active Directory Certificate Services (PKI), and file and print services.
4. Remediating application dependencies on AD DS.
5. Redesigning the structure of Active Directory Domain Services OUs, Groups, or Group Policies.
6. Reorganizing or changing the permissions for file server volumes and directories.
7. Writing end user, administrative operations or other documentation not specifically mentioned in Item(s) Provided to Customer. That documentation can be added to the project's scope but will require a Change Order for the additional hours required.

8. Seller will not be conducting formal training; however, knowledge transfer is integral to our approach throughout execution of our methodology.
9. Acquisition of the hardware and software required for this engagement. Seller can assist with sourcing these materials upon request; however, Customer are ultimately responsible for the hardware and software for this project.
10. Staging of the physical or virtual servers to be used in this engagement. This includes racking as well as implementing the base operating system, updating to the latest software and firmware, and configuring networking.
11. Installing and configuring antivirus, monitoring or backup agents on new Windows Server servers or Windows client devices. Customer is responsible for those solutions and ensuring that the computers are protected after Customer has staged the physical or virtual servers for this engagement.
12. Virtual host and application clustering. Seller will not configure clustering within virtual machines as part of this engagement.
13. Planning backup/disaster recovery. Seller will not develop a backup/disaster recovery plan for the new environment as a part of this engagement.
14. Configuring centralized storage. SAN and/or other centralized storage configuration is the responsibility of Customer.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Table – Item(s) Provided to Customer

Item	Description	Format
AD DS Health Check Findings and Recommendations	This document contains a summary of the information discussed and decisions made during the session. Items included are: <ul style="list-style-type: none"> <li>• Evaluation of overall architecture</li> <li>• Analysis of specific server configurations</li> <li>• Identification of problem remediation opportunities</li> <li>• Opportunities for improvement and increased return on investment</li> <li>• Recommendations for changes to address gaps or new business requirements</li> </ul>	PDF
Next Steps/Recommendations follow-up pre-SOW	Preliminary Statement of Work written by pre-Sales (non-billable) for the recommended next steps.	PDF

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.

- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$29,870.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 140 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$215.00	117	\$25,155.00
Project Manager – Per Hour	\$205.00	23	\$4,715.00
<b>Estimated Totals</b>		<b>140</b>	<b>\$29,870.00</b>

## EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").



## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By:



By:

Name:

CHARLES SCHROEDER

Name:

Title:

SUPERVISOR, SERVICE CONTRACTS

Title:

Date:

7/21/2020

Date:

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

Approved as to form only by:



Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County



## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362



## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County O365 Roadmap	<b>Seller Representative:</b> Sean McLellan +1 (206) 218-3956 seanmcl@cdw.com
<b>Customer Name:</b>	Clallam County	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	June 25, 2020	<b>Solution Architect:</b> Joe Martinez Chuck Christensen
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

During the engagement, Seller will utilize our experience with Office 365 and its associated services to make recommendations on how to best utilize the technology to meet Customers’ business and technical objectives. In addition, Seller will leverage the knowledge gained through our many previous deployments to avoid the common potential issues Customer might encounter on their journey to the cloud.

This scope of work includes:

- High Level Envisioning and Roadmap workshops to include:
  - Business Roadmap
  - Technical and Migration Roadmap – from this an overall approach will be:
    - Identity and Access management
    - Messaging
    - Team collaboration
    - Office 365 Groups
    - Security
    - Governance
    - Compliance & E-discovery
    - Information protection and rights management

Customer has selected Office 365 as their future technology platform and is looking to leverage and bring about effective use within their corporate business units. Seller will provide Enterprise Architecture and Roadmap/Advisory services around Office 365 for the customer with a focus on end-user experience and business outcomes specifically as it relates to the following defined “Quick Win” areas:

## 1. Messaging and Security

This statement of work contains a services scope to address the necessary efforts to drive successful technology architecture and implementation of the new collaboration capabilities within Office 365. Seller's Architecture Advisory and Roadmap services provide customer with the expert business guidance, deep technology expertise, and proven best practices needed to quickly and effectively design a Business and Technology Roadmap that provides evidence-based recommendations for improving the success of transitioning / transformation of the future desired cloud services.

Seller will work as an extended part of the customer business and IT team to bring into process the solution adoption enhancement identified as part of the overall roadmap.

The Engagement will consist of the following phases:

- Discovery
- Envisioning
- Success Orchestration
- Success Sustainment

## PROJECT PLANNING KICKOFF

This process is designed to ensure that the final report is tailored to Customer's needs and will enable Seller to focus on areas critical to Customer. This activity is made up of the following steps:

- Clearly define project scope, business objectives, and approach
- Identify Customer business and IT stakeholders - roles and responsibilities
- Identify Customer business and IT evangelists'/ change agents - roles and responsibilities
- Develop project interview schedule and complete time frames
- Gain Customer's acceptance of project plan and overall objectives

## DISCOVERY

### ASSESS CURRENT FUNCTIONALITY/TECHNOLOGY LANDSCAPE

Review and document the existing processes, workflow, technology architecture use, and the experience of the Business unit's customer(s) when working with them.

Key areas of focus:

1. Identity and Authentication - Active Directory current state and overall remediation landscape
2. Messaging system (Exchange or otherwise) current state and overall remediation landscape
3. File and Content Sharing landscape
4. Microsoft Office Suite
5. Security and Compliance
6. Data Protection
7. Governance

## REVIEW CURRENT TECHNICAL STATE

Seller will review current Customer licensing based on interactive sessions and documentation made available by the Customer staff. Formal conversations of key technical stakeholders will range from one (1) to two (2) hours. The identified business units that will be included into the interactive sessions are to be determined prior to the start of the project.

## ENVISION – HIGH-LEVEL ROADMAP AND TECHNICAL ARCHITECTURE ADVISORY

To ensure a smooth cloud transition, Seller will utilize the information in the Discovery phase to allow us to make recommendations to plan a successful design, migration, prepare a change management strategy, and deliver a high-level project workflow aligned with the technical roadmap. As part of the Envisioning Phase the following items will be performed:

### OVERVIEW OF EXISTING STATE

This is a narrative summary of the current communication and productivity architecture.

### OVERVIEW OF DESIRED FUTURE STATE

This is a narrative summary that details the architecture focused on business user experience around the following areas:

- Tenant and User License planning
- Improving collaboration with messaging, voice/video communications, intranet and team workspaces
- Ease of use with mobility, improved identity management and rights management
- Security & Compliance considerations/recommendations (DLP, etc.)

### TECHNICAL ROADMAP

The Technical roadmap will provide a planned approach (high-level tasks and nearline sub-tasks, technology changes, validations, etc.) to the project that encompasses common aspects of an enterprise migration to Office 365. The Seller will leverage expertise across work streams in the following areas to create a Customer actionable plan and high level roadmap/architecture.

- Identity management
- Authentication
- Messaging
- Team Collaboration
- Mobility
- Security
- Governance
- Compliance & e-Discovery
- Information Management

Each functional area will be addressed and scoped for project planning purposes. This list is a typical project scope for most enterprises. The Customer may opt to exclude segments or reprioritize the elements during the planning phase. The deliverable document will also provide high-level recommendations for each defined technology as defined in the technical roadmap. The Seller will leverage the Roadmap/Architecture to create additional technology SOW's for work in later phases upon Customer's acceptance of Phase 1 (above).

### DESIRED FUTURE STATE AND RECOMMENDED REMEDIATION EFFORTS

Seller will discuss architecture and remediation efforts focused on business user experience around the following areas:

- 1-3 year roadmap for desired Collaboration and Productivity end state including the following supplemental efforts:
- Remediation recommendations based on overall customer's landscape interpretation including high level steps and sub-tasks to be successful in the implementation of Office 365 services.
- Mobility and controlling endpoints
- Compliance policy generation for all in-scope Office 365 workloads
- Security considerations for Office 365 workloads
- Comprehensive Search & e-Discovery recommendations
- Enhanced collaboration with messaging, voice/video communications, intranet and team collaboration
- Productivity enhancements with line of business integrations
- Ease of use with mobility, better identity management and rights management

## SUCCESS PLANNING: TO BE DELIVERED IN COLLABORATION WITH THE REGIONAL CUSTOMER SUCCESS MANAGER

The Success Management Plan (SMP) includes the following:

- IT Success Sustainment
- Marketing and Communications
- End User Enablement
- Success Measurement

As part of the Adoption/Success Management Plan (SMP) creation, Seller will:

- Identify stakeholders to participate and validate requirements to generate the plan
- Conduct interactive meetings with Customer
- Review Customer Success Criteria as defined in earlier phases
- Execute as detailed below for End-User Enablement, Marketing and Communications, "Success Measurement", and Evergreen IT – IT Success Sustainment

Successful completion of plan to be submitted to Customer for approvals before proceeding with Success Orchestration.

Sustainment / "Day 2" support enablement is about ensuring that both immediate and long term success can be realized beyond the initial envisioning, technical design and implementation as well as early adoption framework stages. This effort includes:

- Microsoft Workshop(s)
  - Enhanced authentication - Second-Factor/Multi-factor Authentication (MFA)

- Security
  - Sharing (internal/external)
- Data Strategy
  - Information Management
- Governance and Compliance
  - Least-privilege model
  - RBAC
  - Auditing
  - Permission(s)

For this project, the Seller defines an administrator as the person(s) responsible for the administration of the Microsoft Office 365 solution. The Seller defines Help Desk attendees as person(s) responsible for taking end-user support calls. The following topics are included:

- Administration of the Digital Workplace technology (e.g. Exchange, SPO, OD4B, Teams, etc.)
- Recommendations on Troubleshooting, Escalations and Support on Office 365 and Microsoft

Seller will also review the following training materials with the customer.

- Training materials created for the workshops identified above
- One (1) FAQ document

Once this is completed, Seller will update the Success Management Plan (SMP) as required. Any customizations to the number of training sessions and/or training materials will require a Change Order and additional hours.

### **SUCCESS PLANNING CLOSURE**

Upon completion of the above, Seller will conduct a meeting to review the final Success Management Plan (SMP) and gain customer approvals

## **PROJECT CLOSURE AND NEXT STEPS**

### **COMPLETION CRITERIA**

At the project's conclusion, a closure meeting will be held with Customer and Seller (Delivery and Pre-Sales resources) to verify that all defined SoW requirements have been satisfied. If, during the engagement, next steps or recommendations have been discovered by Seller those options will be presented to Customer for future action. Additionally, the project will be considered complete upon the Seller providing the following to the Customer:

- Success/Adoption Management Plan
- Training material (administrative and end-user) provided in digital format
- Adoption reports and adoption remediation recommendations (if necessary)

## **CUSTOMER RESPONSIBILITIES**

Throughout the consulting engagement(s) the Customer will have the following responsibilities:



1. Customer will receive (read, review, and digest, and identify challenges with) proposed plans and provide feedback and approval with agreed upon and actable timeframes. Up to two (2) revisions of the plans will be provided under this scope.
2. Customer will assume responsibilities for identifying any ancillary departments that have a need to know that are outside of the project team
3. Customer will assume responsibility of all existing 3<sup>rd</sup> party contracts currently being leveraged within the environment unless prior arrangements/communications are made through interactions with Seller to replace said contracts/responsibilities
4. Printing and distribution cost for end-user education materials (e.g. Brainstorm material requires subscription)
5. Customer will communicate with designated identified staff to ensure that they understand participation and feedback are essential for the success of the overall roadmap/plan and ensure that all stakeholders, change agents and other project team member have immediate or near-term availability to participate in the consulting engagement and process.
6. Customer will work to ensure that all business owners understand why change is critical, why change is proposed, and why Seller is working alongside Customer to create business and technical roadmap adoption of new technologies.
7. Customer enacted Project Delays will need a change order and customer understands that resource availability might be affected as a result

## **OUT OF SCOPE**

Tasks outside this SOW include, but are not limited to:

1. Any technical implementation or remediation based on above listed Roadmap as defined in envisioning and Roadmap workshops
2. Contract control or support of third party products as this will fall under / customer management and personnel
3. Migration of any data, and/or applications to cloud services
4. No installation of tools or applications on customer systems without prior approval and purchase of software for customer
5. No in-depth technical data analysis or interpretations
6. Formal Training
7. Step-by-Step Process and/or Build Documentation
8. Travel outside of the United States
9. Implementation and testing of technical solutions
10. Implementation, testing, and configuration of equipment not explicitly stated in this SoW
11. Implementation, configuration, and testing as a result of design changes
12. Workstation and server connectivity testing
13. Setup/configuration of Office 365 sites and/or user provisioning
14. Setup/configuration of user provisioning process
15. Setup of any Hybrid coexistence
16. Setup of any Single Sign-On (SSO) or advanced authentication and identity related activities
17. Upgrade or configuration of any technical infrastructure to support deployment

## PROJECT ASSUMPTIONS

1. Authenticated proxies are not currently in use
2. The cost of purchasing, designing, and supporting third-party applications required to support technical requirements have not been included in this proposal.
3. We assume that existing systems or programs upon which the project deliverables depend will not change during the term of this project.
4. Seller will not access any of the personally identifiable information beyond temporary access to the user's first name, last name, email address, and if present, the telephone number.
5. All tools the Seller installs or runs will be done so on Customer's hardware
6. Seller retains all rights to the Seller-developed tools and/or scripts.
7. All modifications requested subsequent to the signing of the contract will be managed using a Change Request.
8. Required access privileges to the applications and environment for testing is provided in a timely fashion.
9. Customer will commit to making resources available as specified in the project plan prepared and agreed upon.
10. The Seller's delivery methodology will form the basis of this project. Any variations to these processes will be mutually agreed to by the Seller and Customer.
11. Cost of Delay: The cost of all delays in Customer approval, issue resolution, and information provision to our team will be paid by Customer.
12. External Dependencies: There may be external projects/dependencies that may have significant impact on the timeline, schedule, and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.
13. Customer will provide remote access to the environment to Seller as necessary for Seller to perform the Services.
14. Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input.
15. The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule.
16. Program Manager (aka CDW Enterprise Project Manager) will coordinate appropriate Seller personnel to supplement work as needed per approved Change Orders (CO)
17. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.

- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
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- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$23,490.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 106 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	88	\$19,800.00
Project Manager – Per Hour	\$205.00	18	\$3,690.00
<b>Estimated Totals</b>		<b>106</b>	<b>\$23,490.00</b>

## EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By:

Chris Schroeden

By:

\_\_\_\_\_

Name:

CHRIS SCHROEDEN

Name:

\_\_\_\_\_

Title:

SUPERVISOR, SERVICE CONTRACTS

Title:

\_\_\_\_\_

Date:

7/21/2020

Date:

\_\_\_\_\_

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form only by:

Elizabeth Stanley

Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**").

<b>Location(s)</b>	<b>Address</b>
Clallam County	223 East 4th St., Port Angeles, WA 98362





## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County_Nutanix_Install_PRD_Servers	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	(206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 07, 2020	<b>Solution Architect:</b>
<b>Drafted by:</b>		Janine Harrison Steve Bally

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Clallam County (“**Customer,**” and “**Client,**”).

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## NUTANIX PROJECT SCOPE

### SERVICES SUMMARY

Seller will perform the following:

- Install and configure a Nutanix cluster consisting of up to four (4) nodes utilizing VMware vSphere as the hypervisor.

### NUTANIX CLUSTER DEPLOYMENT SERVICES - VSPHERE

Services will consist of the items listed below (“**Services**”):

- Pre-Engagement Call (Customer Kick-off Meeting)
  - Review scope and expectations
  - Identify stakeholders and key contacts
  - Identify project constraints and limitations
- Cluster Design and Planning Session
  - Remote session with Customer and Seller to discuss design and planning variables
  - Perform verification of site readiness for service delivery
  - Work with Customer to design the layout and configuration of the Nutanix cluster

- Discussions around layer 2 data and management networking, cluster layout, design variables, etc.
    - Discussions around VMware vSphere integration and design variables
  - Complete discovery, configuration, and Nutanix cluster pre-installation checklist and review with Customer
  - Complete solution summary documentation and applicable Visio drawings
- Nutanix Cluster Deployment and Configuration
  - Performs the pre-site installation checklist with Customer team
    - Confirms network and connected switch settings
    - Conducts a site readiness assessment for project
    - Completes the Nutanix pre-installation site checklist
  - Racks, cables, and power testing of Nutanix cluster
    - If using 3<sup>rd</sup> party hardware, the appropriate prep SoW module must be added to the scope to account for connectivity and firmware efforts. If the project will be completed remotely, Seller will assist Customer in racking and cabling verification to ensure proper physical installation and connectivity
  - Initial Imaging and OS installation for all nodes in cluster via Nutanix Foundation
    - Validation of
      - IP, DNS, NTP, data network settings
      - Node/cluster intercommunication
      - Controller Virtual Machine (CVM) Validation
- VMware vSphere Integration
  - If Customer has compatible vCenter server already in place, Seller can integrate Nutanix cluster as a new environment within the existing vCenter infrastructure
    - Configuration of vSphere cluster (DRS/HA) for use by Nutanix cluster
    - Configuration of vCenter, storage, and virtual networking for use by Nutanix cluster.
  - If Customer does not have vCenter in place (or does not wish to integrate with it), a new vCenter Server appliance needs to be installed and configured by the Seller. This is handled by an additional SOW module that needs to be added to the project to bring this in scope.
- Prism Central Deployment and Configuration
  - Deployment of Prism Central VM
  - Configuration and integration of Prism Central to new/existing clusters
  - If PrismPro license was purchased, install license to unlock PrismPro features
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  - Prism Dashboard Overview and Administration
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    - Addition of nodes to Nutanix cluster
    - NCC Health Check
    - If PrismPro license was purchased and installed, overview of PrismPro additional features
  - Workload Migration
    - Migration or creation of up to fifteen (15) non-production VMs to Nutanix cluster, using available tools

## NEW CLUSTER – NUTANIX FILES CONFIGURATION

Services will consist of the items listed below (“**Services**”):

- Design discussions around AFS deployment considerations and network configuration variables (data IPs, Active Directory, DNS, etc.)
- Configure File Server services:
  - Cluster Data Services IP
  - AFS setup variables
  - Client and Storage Network

- Active Directory Integration
- Configure Protection Domain and replication if applicable
- Windows Previous Versions if applicable
- Creation of up to 2 shares and test client connectivity

## CUSTOMER RESPONSIBILITIES

- Customer needs to have a 10 GbE Top-of-Rack (TOR) switch to use with the Nutanix cluster and it must have the appropriate number of 10GbE open ports available/licenses to use those ports. Otherwise Customer will need to purchase a TOR switch and/or additional licenses to open those ports.
- Customer needs to have a 1Gb management switch to use with the Nutanix cluster and it must have the appropriate number of open ports available/licenses to use those ports. Although not recommended, the same switch for ToR connectivity can be used for management if the applicable ports are available.
- Configuration of network switches for data and management will be completed by the Customer unless explicitly stated otherwise in the “Services Summary” section above.
- For remote-based deployments, Customer will need to ensure that they have the infrastructure to install and configure a Nutanix Foundation VM appliance for temporary use in Nutanix cluster imaging. This can be on an existing virtual infrastructure or built as a VM on a workstation. Connecting the nodes to a temporary 1Gb management switch is recommended to ensure traffic does not affect production network load. Additionally, node IPMI's will be assigned static IP addresses to help with imaging process.
- Assist Seller with project planning and design variable gathering.
- Customer is responsible for creating a backup of the VMs to be test migrated
- Customer shall provide Provider with detailed and accurate information regarding its current network environment, including information regarding network provisioning, TCP/IP settings, server hardware details, software versions, or regulatory requirements. Inaccurate information may add time and cost to the project.
- Customer shall perform a full working backup of its network prior to commencement of the Services. Seller is not responsible for lost data.
- Provide qualified personnel who will perform Customer's obligations under this SOE, make timely decisions necessary to move performance of the Services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services
- Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the Services
- Limiting access to Customer's network and/or facilities only as needed to perform the Services
- Make any final decisions regarding, and take responsibility for the implementation of any recommendations or potential solutions provided by Seller under this SOE
- Site Preparation:
  - All hardware will be received and inventoried prior to scheduling Seller to arrive onsite. All hardware/software/firmware are compatible in accordance with manufactures support matrix(s)
  - Complete all change control task(s) and schedule all required maintenance windows.
  - Customer shall assume all responsibility for site preparation, including space, cabling, HVAC and electrical requirements that have already been provided.
  - Customer is responsible for providing customer-owned or licensed copies of any customer or third-party software that Seller is required to install on the Customer's behalf. This includes VMware vSphere and vCenter licensing as needed for the project.

## ASSUMPTIONS AND ACKNOWLEDGEMENTS

- Services will be delivered onsite or remotely, based on Customer needs and project intent.

- Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input
- The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule
- Customer acknowledges and agrees that Seller will not process personal data that is subject to applicable data security and privacy laws ("**Personal Data**") within the scope of the Services, and that Customer will restrict Seller from accessing any Personal Data during the performance of the Services

## OUT OF SCOPE

- Firmware upgrades for non-Nutanix hardware (3<sup>rd</sup> party hardware platforms) unless otherwise stated with the appropriate services module.
- Creation and configuration of new vCenter appliances, unless otherwise stated with the appropriate services module.
- Nutanix Metro Availability
- Configuration of LAN/SAN switches
- Remediation of any issues or problems is out of scope for this engagement
- Seller will not perform Services for Customer's foreign affiliates if any
- Any other Services not specified herein
- Replacement of any security certificates.
- Any P2V conversions
- Network configuration of switches/non-Nutanix devices to support DR configuration
- Recovery or operability testing on production VMs
- Tasks not defined within this SoW

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Nutanix Planning and Design Documentation	Pre-installation checklist for the project	Various
Nutanix Cluster As-Built Documentation	Design variable documentation	PDF
Nutanix Administration Documentation	Vendor Procedural documentation	PDF/URL

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.

- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$6,700.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 30 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.



The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	25	\$5,625.00
Project Manager – Per Hour	\$215.00	5	\$1,075.00
<b>Estimated Totals</b>		<b>30</b>	<b>\$6,700.00</b>

## EXPENSES

When Seller's personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## TRAVEL NOTICE

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").



# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

## CDW Government LLC

## Clallam County

By:



By:

\_\_\_\_\_

Name:

Chris Schroeder

Name:

\_\_\_\_\_

Title:

Supervisor, Service Contracts

Title:

\_\_\_\_\_

Date:

7/22/2020

Date:

\_\_\_\_\_

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form only by:



Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362



## STATEMENT OF WORK

<b>Project Name:</b>	Clallam_County_Nutanix_Install_DMZ_Servers	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	(206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 07, 2020	<b>Solution Architect:</b> Janine Harrison Steve Bally
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## NUTANIX PROJECT SCOPE

### SERVICES SUMMARY

Seller will perform the following:

- Install and configure a Nutanix cluster consisting of up to four (4) nodes utilizing VMware vSphere as the hypervisor.

### NUTANIX CLUSTER DEPLOYMENT SERVICES - vSPHERE

Services will consist of the items listed below (“**Services**”):

- Pre-Engagement Call (Customer Kick-off Meeting)
  - Review scope and expectations
  - Identify stakeholders and key contacts
  - Identify project constraints and limitations
- Cluster Design and Planning Session
  - Remote session with Customer and Seller to discuss design and planning variables
  - Perform verification of site readiness for service delivery
  - Work with Customer to design the layout and configuration of the Nutanix cluster

- Discussions around layer 2 data and management networking, cluster layout, design variables, etc.
  - Discussions around VMware vSphere integration and design variables
- Complete discovery, configuration, and Nutanix cluster pre-installation checklist and review with Customer
- Complete solution summary documentation and applicable Visio drawings
- Nutanix Cluster Deployment and Configuration
  - Performs the pre-site installation checklist with Customer team
    - Confirms network and connected switch settings
    - Conducts a site readiness assessment for project
    - Completes the Nutanix pre-installation site checklist
  - Racks, cables, and power testing of Nutanix cluster
    - If using 3<sup>rd</sup> party hardware, the appropriate prep SoW module must be added to the scope to account for connectivity and firmware efforts. If the project will be completed remotely, Seller will assist Customer in racking and cabling verification to ensure proper physical installation and connectivity
  - Initial Imaging and OS installation for all nodes in cluster via Nutanix Foundation
    - Validation of
      - IP, DNS, NTP, data network settings
      - Node/cluster intercommunication
      - Controller Virtual Machine (CVM) Validation
- VMware vSphere Integration
  - If Customer has compatible vCenter server already in place, Seller can integrate Nutanix cluster as a new environment within the existing vCenter infrastructure
    - Configuration of vSphere cluster (DRS/HA) for use by Nutanix cluster
    - Configuration of vCenter, storage, and virtual networking for use by Nutanix cluster.
  - If Customer does not have vCenter in place (or does not wish to integrate with it), a new vCenter Server appliance needs to be installed and configured by the Seller. This is handled by an additional SOW module that needs to be added to the project to bring this in scope.
- Prism Central Deployment and Configuration
  - Deployment of Prism Central VM
  - Configuration and integration of Prism Central to new/existing clusters
  - If PrismPro license was purchased, install license to unlock PrismPro features
- Functional Demonstration and Knowledge Transfer around Nutanix vSphere cluster
  - Prism Dashboard Overview and Administration
  - vCenter Web Client Overview and Administration
  - Functional Demonstration of Nutanix administration
    - Nutanix AOS Upgrades via Prism
    - Addition of nodes to Nutanix cluster
    - NCC Health Check
    - If PrismPro license was purchased and installed, overview of PrismPro additional features
  - Workload Migration
    - Migration or creation of up to fifteen (15) non-production VMs to Nutanix cluster, using available tools

## NEW CLUSTER – NUTANIX FILES CONFIGURATION

Services will consist of the items listed below (“Services”):

- Design discussions around AFS deployment considerations and network configuration variables (data IPs, Active Directory, DNS, etc.)
- Configure File Server services:
  - Cluster Data Services IP
  - AFS setup variables
  - Client and Storage Network

- Active Directory Integration
- Configure Protection Domain and replication if applicable
- Windows Previous Versions if applicable
- Creation of up to 2 shares and test client connectivity

## CUSTOMER RESPONSIBILITIES

- Customer needs to have a 10 GbE Top-of-Rack (TOR) switch to use with the Nutanix cluster and it must have the appropriate number of 10GbE open ports available/licenses to use those ports. Otherwise Customer will need to purchase a TOR switch and/or additional licenses to open those ports.
- Customer needs to have a 1Gb management switch to use with the Nutanix cluster and it must have the appropriate number of open ports available/licenses to use those ports. Although not recommended, the same switch for ToR connectivity can be used for management if the applicable ports are available.
- Configuration of network switches for data and management will be completed by the Customer unless explicitly stated otherwise in the “Services Summary” section above.
- For remote-based deployments, Customer will need to ensure that they have the infrastructure to install and configure a Nutanix Foundation VM appliance for temporary use in Nutanix cluster imaging. This can be on an existing virtual infrastructure or built as a VM on a workstation. Connecting the nodes to a temporary 1Gb management switch is recommended to ensure traffic does not affect production network load. Additionally, node IPMI's will be assigned static IP addresses to help with imaging process.
- Assist Seller with project planning and design variable gathering.
- Customer is responsible for creating a backup of the VMs to be test migrated
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## ASSUMPTIONS AND ACKNOWLEDGEMENTS

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## OUT OF SCOPE

- Firmware upgrades for non-Nutanix hardware (3<sup>rd</sup> party hardware platforms) unless otherwise stated with the appropriate services module.
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- Nutanix Metro Availability
- Configuration of LAN/SAN switches
- Remediation of any issues or problems is out of scope for this engagement
- Seller will not perform Services for Customer's foreign affiliates if any
- Any other Services not specified herein
- Replacement of any security certificates.
- Any P2V conversions
- Network configuration of switches/non-Nutanix devices to support DR configuration
- Recovery or operability testing on production VMs
- Tasks not defined within this SoW

## ITEM(S) PROVIDED

Item	Description	Format
Nutanix Planning and Design Documentation	Pre-installation checklist for the project	Various
Nutanix Cluster As-Built Documentation	Design variable documentation	PDF
Nutanix Administration Documentation	Vendor Procedural documentation	PDF/URL

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
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## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

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The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

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Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
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Project Manager – Per Hour	\$215.00	5	\$1,075.00
<b>Estimated Totals</b>		<b>30</b>	<b>\$6,700.00</b>

## EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

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## TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## SIGNATURES


In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

### CDW Government LLC

### Clallam County

By:



By:

---

Name:

Chris Schroeder

Name:

---

Title:

Supervisor, Service Contracts

Title:

---

Date:

7/22/2020

Date:

---

Mailing Address:

200 N. Milwaukee Ave.

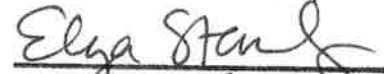
Vernon Hills, IL 60061

Mailing Address:

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Approved as to form only by:



Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362



## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County_Nutanix_Install_VDI_Servers	<b>Seller Representative:</b> Sean McLellan (206) 218-3956 seanmcl@cdw.com
<b>Customer Name:</b>	Clallam County	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	June 07, 2020	<b>Solution Architect:</b> Janine Harrison Steve Bally
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## NUTANIX PROJECT SCOPE

### SERVICES SUMMARY

Seller will perform the following:

- Install and configure two (2) Nutanix cluster consisting of up to four (4) nodes each utilizing VMware vSphere as the hypervisor.

### NUTANIX CLUSTER DEPLOYMENT SERVICES - vSPHERE

Services will consist of the items listed below (“**Services**”):

- Pre-Engagement Call (Customer Kick-off Meeting)
  - Review scope and expectations
  - Identify stakeholders and key contacts
  - Identify project constraints and limitations
- Cluster Design and Planning Session
  - Remote session with Customer and Seller to discuss design and planning variables
  - Perform verification of site readiness for service delivery
  - Work with Customer to design the layout and configuration of the Nutanix cluster

- Discussions around layer 2 data and management networking, cluster layout, design variables, etc.
    - Discussions around VMware vSphere integration and design variables
  - Complete discovery, configuration, and Nutanix cluster pre-installation checklist and review with Customer
  - Complete solution summary documentation and applicable Visio drawings
- Nutanix Cluster Deployment and Configuration
  - Performs the pre-site installation checklist with Customer team
    - Confirms network and connected switch settings
    - Conducts a site readiness assessment for project
    - Completes the Nutanix pre-installation site checklist
  - Racks, cables, and power testing of Nutanix cluster
    - If using 3<sup>rd</sup> party hardware, the appropriate prep SoW module must be added to the scope to account for connectivity and firmware efforts. If the project will be completed remotely, Seller will assist Customer in racking and cabling verification to ensure proper physical installation and connectivity
  - Initial Imaging and OS installation for all nodes in cluster via Nutanix Foundation
    - Validation of
      - IP, DNS, NTP, data network settings
      - Node/cluster intercommunication
      - Controller Virtual Machine (CVM) Validation
- VMware vSphere Integration
  - If Customer has compatible vCenter server already in place, Seller can integrate Nutanix cluster as a new environment within the existing vCenter infrastructure
    - Configuration of vSphere cluster (DRS/HA) for use by Nutanix cluster
    - Configuration of vCenter, storage, and virtual networking for use by Nutanix cluster.
  - If Customer does not have vCenter in place (or does not wish to integrate with it), a new vCenter Server appliance needs to be installed and configured by the Seller. This is handled by an additional SOW module that needs to be added to the project to bring this in scope.
- Prism Central Deployment and Configuration
  - Deployment of Prism Central VM
  - Configuration and integration of Prism Central to new/existing clusters
  - If PrismPro license was purchased, install license to unlock PrismPro features
- Functional Demonstration and Knowledge Transfer around Nutanix vSphere cluster
  - Prism Dashboard Overview and Administration
  - vCenter Web Client Overview and Administration
  - Functional Demonstration of Nutanix administration
    - Nutanix AOS Upgrades via Prism
    - Addition of nodes to Nutanix cluster
    - NCC Health Check
    - If PrismPro license was purchased and installed, overview of PrismPro additional features
  - Workload Migration
    - Migration or creation of up to fifteen (15) non-production VMs to Nutanix cluster, using available tools

## NEW CLUSTER – NUTANIX FILES CONFIGURATION

Services will consist of the items listed below (“Services”):

- Design discussions around AFS deployment considerations and network configuration variables (data IPs, Active Directory, DNS, etc.)
- Configure File Server services:
  - Cluster Data Services IP
  - AFS setup variables
  - Client and Storage Network



- Active Directory Integration
- Configure Protection Domain and replication if applicable
- Windows Previous Versions if applicable
- Creation of up to 2 shares and test client connectivity

## CUSTOMER RESPONSIBILITIES

- Customer needs to have a 10 GbE Top-of-Rack (TOR) switch to use with the Nutanix cluster and it must have the appropriate number of 10GbE open ports available/licenses to use those ports. Otherwise Customer will need to purchase a TOR switch and/or additional licenses to open those ports.
- Customer needs to have a 1Gb management switch to use with the Nutanix cluster and it must have the appropriate number of open ports available/licenses to use those ports. Although not recommended, the same switch for ToR connectivity can be used for management if the applicable ports are available.
- Configuration of network switches for data and management will be completed by the Customer unless explicitly stated otherwise in the “Services Summary” section above.
- For remote-based deployments, Customer will need to ensure that they have the infrastructure to install and configure a Nutanix Foundation VM appliance for temporary use in Nutanix cluster imaging. This can be on an existing virtual infrastructure or built as a VM on a workstation. Connecting the nodes to a temporary 1Gb management switch is recommended to ensure traffic does not affect production network load. Additionally, node IPMI's will be assigned static IP addresses to help with imaging process.
- Assist Seller with project planning and design variable gathering.
- Customer is responsible for creating a backup of the VMs to be test migrated
- Customer shall provide Provider with detailed and accurate information regarding its current network environment, including information regarding network provisioning, TCP/IP settings, server hardware details, software versions, or regulatory requirements. Inaccurate information may add time and cost to the project.
- Customer shall perform a full working backup of its network prior to commencement of the Services. Seller is not responsible for lost data.
- Provide qualified personnel who will perform Customer's obligations under this SOE, make timely decisions necessary to move performance of the Services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services
- Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the Services
- Limiting access to Customer's network and/or facilities only as needed to perform the Services
- Make any final decisions regarding, and take responsibility for the implementation of any recommendations or potential solutions provided by Seller under this SOE
- Site Preparation:
  - All hardware will be received and inventoried prior to scheduling Seller to arrive onsite. All hardware/software/firmware are compatible in accordance with manufactures support matrix(s)
  - Complete all change control task(s) and schedule all required maintenance windows.
  - Customer shall assume all responsibility for site preparation, including space, cabling, HVAC and electrical requirements that have already been provided.
  - Customer is responsible for providing customer-owned or licensed copies of any customer or third-party software that Seller is required to install on the Customer's behalf. This includes VMware vSphere and vCenter licensing as needed for the project.

## ASSUMPTIONS AND ACKNOWLEDGEMENTS

- Services will be delivered onsite or remotely, based on Customer needs and project intent.

- Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input
- The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule
- Customer acknowledges and agrees that Seller will not process personal data that is subject to applicable data security and privacy laws ("**Personal Data**") within the scope of the Services, and that Customer will restrict Seller from accessing any Personal Data during the performance of the Services

## OUT OF SCOPE

- Firmware upgrades for non-Nutanix hardware (3<sup>rd</sup> party hardware platforms) unless otherwise stated with the appropriate services module.
- Creation and configuration of new vCenter appliances, unless otherwise stated with the appropriate services module.
- Nutanix Metro Availability
- Configuration of LAN/SAN switches
- Remediation of any issues or problems is out of scope for this engagement
- Seller will not perform Services for Customer's foreign affiliates if any
- Any other Services not specified herein
- Replacement of any security certificates.
- Any P2V conversions
- Network configuration of switches/non-Nutanix devices to support DR configuration
- Recovery or operability testing on production VMs
- Tasks not defined within this SoW

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Nutanix Planning and Design Documentation	Pre-installation checklist for the project	Various
Nutanix Cluster As-Built Documentation	Design variable documentation	PDF
Nutanix Administration Documentation	Vendor Procedural documentation	PDF/URL

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.

- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$13,400.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 60 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	50	\$11,250.00
Project Manager – Per Hour	\$215.00	10	\$2,150.00
<b>Estimated Totals</b>		<b>60</b>	<b>\$13,400.00</b>

## EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By:



By:

\_\_\_\_\_

Name:

Chris Schroeder

Name:

\_\_\_\_\_

Title:

Supervisor, Service Contracts

Title:

\_\_\_\_\_

Date:

7/22/2020

Date:

\_\_\_\_\_

Mailing Address:

200 N. Milwaukee Ave.

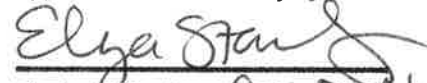
Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form only by:

  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362





## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County VDI Project	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	(206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 25, 2020	<b>Solution Architect:</b> Mike Joyner
<b>Drafted by:</b>	Ted Psaras	

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### PROJECT SCOPE

Seller will conduct a VMware Horizon Enterprise Jumpstart engagement with Customer.

Conduct a VMware Horizon Design Workshop covering items such as Desktop types, Application delivery and User access

- • Install and configure up to two (2) Horizon Connection Brokers
- • Install and configure up to two (2) Horizon UAG (Unified Access Gateway)
- • Install and configure Horizon Composer
- • Install and configure up to two (2) App Volume Managers
- • Install and configure up to two (2) RDS Hosts
- • Install and configure VMware DEM components
- • Install and Configure Microsoft FSLogix for VMware Horizon (if applicable and licensed)
  - ○ GPO configuration
  - ○ Redirection
  - ○ Storage methods
  - ○ Redirection .xml customizations
- • Integration with Active directory
- • Integration with current Multi Factor Authentication
- • Configure Microsoft Key Management Service Server as required for Horizon Composer Desktops
- • Installation and demonstration of Horizon client for existing PC and up to four additional thin clients or desktops
- • Configuration to support a stateless or stateful desktop deployment
- • Creation of up to one (1) desktop templates for Windows 10
- • Creation of one (1) server template for Windows Server
- • Creation of up to three (3) desktop pools depending on use cases

- • Creation of up to three AppStacks
- • Publish up to five (5) RDS hosted applications
  - ○ Applications limited to commercially well-known applications
- • If requested, demonstration of ThinApp installation and package deployment using the Firefox browser as the application

## GO LIVE SUPPORT

Since we cannot predict the level off effort for Go Live activities we have allocated 40hours to assist.

## TARGET AUDIENCE

- • System Engineers and Administrators new to VMware Horizon
- • Existing VMware Infrastructure Server architects and administrators who have experience with previous versions of VMware ESX Server

## DESIGN WORKSHOP AGENDA

The following items are included in this engagement and will be agreed upon with Customer. Additional tasks can be included upon request by Customer, but this may affect the duration of the project.

- • Design enablement knowledge transfer workshop
- • Readiness assessment and requirements gathering activities with the following stakeholders
  - ○ Business and Technical Project Sponsors
  - ○ Business Unit IT Liaison(s)
  - ○ End User Desktop Services
  - ○ Desktop OS provisioning
  - ○ Server Operations
  - ○ Application Deployment and Management Teams
  - ○ Application Subject Matter Experts
  - ○ Help Desk – End User Support
  - ○ Network Operations
  - ○ Storage Management and Provisioning Team
  - ○ Data Integrity (Backup and Restore)
  - ○ Business Continuity and Disaster Recovery Team
  - ○ Monitoring and Operations
  - ○ Security Team
- • Horizon Architecture
  - ○ Design considerations
    - ▪ Connection brokers
    - ▪ UAG (Unified Access Gateway)s
    - ▪ RDS host servers
    - ▪ App Volume Manager servers
    - ▪ Horizon Composer server
    - ▪ DEM components
    - ▪ LAN/WAN use cases
    - ▪ Client access devices
    - ▪ Application virtualization
    - ▪ Virtual desktop environment
    - ▪ OS selection
    - ▪ Directory services
- • Deliverables Creation
  - ○ Site Readiness spreadsheet

- ○ Plan and Design document
- ○ Build document

## JUMPSTART AGENDA

- • Horizon Deployment
  - ○ Template creation, server and desktop
  - ○ Horizon Connection Brokers installation and configuration
  - ○ Horizon Security Broker installation and configuration
  - ○ Horizon Composer installation and configuration
  - ○ App Volumes installation and configuration
  - ○ RDS Host installation and configuration
  - ○ Horizon client installation
  - ○ Desktop pool creation and configuration
  - ○ DEM configuration
  - ○ Microsoft FSLogix (if applicable and licensed)
  - ○ AppStack installation and configuration
  - ○ If in scope, provision high-end graphics workloads via GPU cards
  - ○ If in scope, ThinApp demonstration
- • Configuration Documentation

## RESPONSIBILITIES

As part of this engagement, Customer is responsible for the following:

1. 1. Server hardware certified and tested for ESXi Server 6.x and vCenter 6.x. This equipment should have a 24-72-hour burn-in period with Windows 2008 server or equivalent to ensure proper hardware functionality  
See <http://www.vmware.com/resources/compatibility/search.php?action=base&deviceCategory=server>
2. 2. Storage hardware certified & tested for ESXi Server 6.x and vCenter 6.x  
See <http://www.vmware.com/resources/compatibility/search.php?deviceCategory=san>
3. 3. If Customer does not or cannot verify and the needed firmware, a change order may be required for 40 hrs. of work at Customer expense
4. 4. For vSAN use, Customer is responsible for verifying compatible firmware versions and updating as needed for the following items prior to kickoff:
  - a. a. RAID Controller
  - b. b. SSD Drives
  - c. c. Spinning Drives
 See <http://www.vmware.com/resources/compatibility/search.php?deviceCategory=vsan>
5. 5. Network hardware certified & tested for ESXi Server 6.x and vCenter 6.x
6. 6. Current software licensing for VMware Infrastructure, Horizon, Microsoft Windows Server and Desktop Operating Systems, SQL Server or Oracle Server
7. 7. All hardware must be assembled and installed in racks with all appropriate power and network runs completed.
8. 8. VMware vCenter Appliance
  - a. a. Appliance:  
See <https://pubs.vmware.com/vsphere-60/index.jsp#com.vmware.vsphere.vcsa.doc/GUID-3191913D-621E-4AA1-8F98-55CBB09E0C9F.html>
9. 9. Storage configuration meeting the following requirements
  - a. a. All hosts must be zoned so that all of the ESXi hosts can share the same storage LUNs
  - b. b. CDW recommends:
    - i. (1) One 500GB LUN with all HBAs zoned correctly to the ESXi Servers prior to Seller starting the engagement.

- ii. (1) One 150GB LUN to store Virtual Machine Templates and any ISO images required. Additional LUN requirements will be discussed with the engineer.
- c. Dedicated LUN space for desktops. Actual storage required will depend on the number of systems, the OS type and other factors.
- 10. Network configuration meeting the following requirements:
  - a. Requirements: <http://pubs.vmware.com/horizon-7-view/index.jsp#com.vmware.horizon-view.installation.doc/GUID-2EC85E02-D6A8-4A75-B8B2-E7A6AE62E7CC>
- 11. Horizon Connection Server requirements
  - a. System requirements: See <http://pubs.vmware.com/horizon-7-view/index.jsp#com.vmware.horizon-view.installation.doc/GUID-E1B927CD-20A1-47B5-B613-BB9F1A4B58CB.html>
  - b. Compatibility: See [http://www.vmware.com/resources/compatibility/sim/interop\\_matrix.php](http://www.vmware.com/resources/compatibility/sim/interop_matrix.php)
- 12. Horizon Composer Requirements
  - a. System requirements: <http://pubs.vmware.com/horizon-7-view/index.jsp#com.vmware.horizon-view.installation.doc/GUID-2CE6147A-6C32-48AD-8A92-C8406FA44B8B.html>
  - b. Compatibility: [http://www.vmware.com/resources/compatibility/sim/interop\\_matrix.php#interop&23=](http://www.vmware.com/resources/compatibility/sim/interop_matrix.php#interop&23=)
- 13. App Volumes Requirements
  - 1. a. System requirements: [https://kb.vmware.com/selfservice/microsites/search.do?language=en\\_US&cmd=displayKC&externalId=2124876](https://kb.vmware.com/selfservice/microsites/search.do?language=en_US&cmd=displayKC&externalId=2124876)
  - 2. b. [en\\_US&cmd=displayKC&externalId=2124876](https://kb.vmware.com/selfservice/microsites/search.do?language=en_US&cmd=displayKC&externalId=2124876)
  - c. Compatibility: [http://www.vmware.com/resources/compatibility/sim/interop\\_matrix.php#interop&131=](http://www.vmware.com/resources/compatibility/sim/interop_matrix.php#interop&131=)
- 14. VMware UEM requirements
  - a. System Requirements: <https://www.vmware.com/pdf/uem-90-admin-guide.pdf>
- 15. Hardware on VMware ESXi and NVIDIA HCL for use with 3D workloads
- 16. Media and license keys for all guest operating systems (virtual machines) during this engagement
- 17. VMware recommends a dedicated vCenter Server and cluster with sufficient capacity to manage up to 500 virtual desktop instances for best performance.
- 18. Active Directory requirements: <http://pubs.vmware.com/horizon-7-view/index.jsp#com.vmware.horizon-view.installation.doc/GUID-F6075DF0-9614-4A81-B27A-7EE7C4CCB46F.html>
- 19. DHCP service required on Desktop and RDSH server vLANs.
- 20. Ability to add fully qualified domain names (FQDNs) to their DNS environment (preferably auto-register for virtual desktops)
- 21. Supported client devices as described in the Horizon compatibility matrix [http://www.vmware.com/resources/compatibility/pdf/vi\\_view\\_guide.pdf](http://www.vmware.com/resources/compatibility/pdf/vi_view_guide.pdf)
- 22. Access to the appropriate resources to contribute to discovery and requirements gathering sessions
- 23. A conference room with projector and network access

As part of this engagement, Seller is responsible for the following:

- 1. Manage any support issues which may arise throughout the duration of the jumpstart

## PROJECT ASSUMPTIONS

- 1. Customer has a current VMware license. If Customer does not have a license for these products, Seller will work with VMware to generate a 30-day trial key.
- 2. Customer has reviewed each vendor's policy for operating system and application virtualization and is responsible for license compliance.
- 3. Customer must provide valid licenses for all operating systems and applications installed in Virtual Machines and Templates created by Seller.
- 4. Customer understands that OEM (Original Equipment Manufacturer) licenses purchased with desktop or server hardware cannot be moved. Seller's engineers will not perform moves, or any kind of migration of these OEM licenses as this violates the OEM license agreement.

5. 5. Customer understands that the infrastructure needed is dedicated to VMware Horizon and accepts all risks if sharing with Enterprise Server workloads.
6. 6. Customer will comply with all guest software licensing requirements.
7. 7. Project management tasks will be performed remotely

## OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. 1. ESXi/vCenter server configurations
2. 2. Storage configurations
  - a. a. LUN Creation
  - b. b. NFS Mount Creation
3. 3. Third-party backup products are out-of-scope of this engagement.
4. 4. Thin Client management tool installation and configuration
5. 5. F5 components
6. 6. P2V any remote systems
7. 7. Packaging any application other than the Firefox browser using ThinApp or other tools
8. 8. Setup and/or integration of Horizon Identity Manager (Workspace)
9. 9. Setup and/or integration of vRealize

Services not specified in this SOW are considered out of scope and will be addressed in a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Documentation	Site Readiness Document	PDF

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

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## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all



communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$43,360.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 192 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s),



there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$230.00	160	\$36,800.00
Project Manager – Per Hour	\$205.00	32	\$6,560.00
Estimated Totals		192	\$43,360.00

**EXPENSES**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

**TRAVEL NOTICE**

The parties agree that there will be no travel required for this project.

**CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit (“Customer-Designated Locations”).

## SIGNATURES

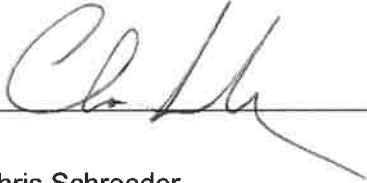
In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By:



By:

Name: Chris Schroeder  
~~Services Contracts Manager~~

Name: Greg Helwick

Title: Supervisor, Service Contracts  
~~Services Contract Manager~~

Title:

Date: 7/22/2020

Date:

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

223 E 4TH ST STE 13, ACCTS PAYABLE

PORT ANGELES, WA 98362-3000

Approved as to form only by:



Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362



## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County_VMware_Install_PRD_Servers (Nutanix)	<b>Seller Representative:</b> Sean McLellan (206) 218-3956 seanmcl@cdw.com
<b>Customer Name:</b>	Clallam County	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	June 07, 2020	<b>Solution Architect:</b> Janine Harrison Steve Bally
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

### PLAN AND DESIGN WORKSHOP PROJECT SCOPE

Seller will conduct a VMware Infrastructure Plan and Design Workshop engagement with Customer at their location. This engagement will include a technical overview and will take up to one (1) week.

### TARGET AUDIENCE

- System Engineers and Administrators new to VMware Infrastructure
- Existing VMware Infrastructure Server architects and administrators who have experience with previous versions of VMware vSphere

### AGENDA

The following items are included in this engagement and will be agreed upon with Customer. Additional tasks can be included upon request by Customer, but this may affect the duration of the project.

- vSphere Architecture Design
  - ESXi host estimation
  - vSphere Datacenter design
    - Sites/Locations
    - Clusters
      - VMware Distributed Resources Scheduler (DRS)
      - Host affinity
      - DPM

- VMware High Availability (HA)
  - ESXi host design and selection criteria
    - CPU family
    - Server platform selection
    - NIC quantity/placement
    - HBA quantity/placement
    - Memory sizing
  - vCenter Server system design
    - System sizing
    - System type
    - Database selection
  - vSphere network architecture
    - Networking requirements
    - Switch design specifications
  - vSphere storage architecture
    - Storage requirements
    - Logical design
    - Physical design specifications
  - vSphere infrastructure security
    - Host security
    - vCenter and Virtual Machine security
    - vSphere port requirements
  - vSphere infrastructure monitoring
    - Server, Network and SAN monitoring
    - vSphere monitoring
    - Virtual Machine monitoring
  - vSphere Infrastructure patch/version management
  - vSphere backup/restore considerations
  - vSphere design assumptions
  - Conversion of legacy systems
  - Special VI Architecture design considerations
- vSphere Rollout Plan
  - vSphere Rollout operational readiness considerations

## PROJECT ASSUMPTIONS

1. Seller is not responsible for any direct or indirect disruption of network service during this engagement.
2. Seller will work with Customer to manage any support issues which may arise throughout the duration of the jumpstart.
3. Project management tasks will be performed remotely.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Documentation	Plan and design documents: <ul style="list-style-type: none"><li>• vSphere Architecture Design</li><li>• vSphere Rollout Plan</li></ul>	PDF

## VMWARE VSPHERE 6.7 PROJECT SCOPE

### VMWARE VSPHERE 6.7 JUMPSTART

This engagement will include lecture-based overview and installation services and will take up to five (5) consecutive business days.

#### VSPHERE 6.7 INSTALLATION

Seller will conduct a vSphere 6.7 Jumpstart engagement with Customer at their location. This engagement will include installation services for the following:

As part of this engagement, Seller will:

- Conduct initial design call to establish technical requirements of installation and site preparation
- Explain the capabilities of vSphere 6.7 including ESXi Server 6.7 and vCenter 6.7
- Install and configure vSphere infrastructure components
  - VMware vSphere 6.7 Essentials Plus Edition
  - Interactive ESXi installation for up to five (5) servers
  - VMware vCenter Server Appliance with the following roles embedded and enabled as needed on up to two (2) appliances:
    - Platform Services Controller
    - vSphere Update Manager
  - vSphere Client on one system
- Configure one (1) DRS/HA cluster if licensing allows
- Create and test deployment of up to two (2) Windows server templates
- Convert up to two (2) Physical to Virtual (P2V) non-production Windows servers supported by VMware Standalone Converter

#### VREALIZE OPERATIONS AND MANAGEMENT INSTALLATION

Seller will conduct a vRealize Operations Jumpstart with Customer at their location. This engagement will include installation services for the following:



- vRealize Operations and Management Overview
  - Install and configure vRealize Operations and Management
    - vRealize Operations Manager
      - Integration of up to (2) VMware vCenter instances and respective hosts/clusters/virtual machines
    - vRealize Log Insight
      - Integration of up to (2) VMware vCenter instances and respective hosts/clusters/virtual machines
      - If no license was purchased for Log Insight, the Log Insight for vCenter standard edition will be used (Valid with Log Insight 4.6.1 only).
    - Up to three (3) vRealize Operations Management Packs will be installed of the Customer's choice (some management packs are trials and are not covered by vROps licensing)
    - Up to three (3) vRealize Log Insight Content Packs will be installed of the Customer's choice (some content packs are trials and are not covered by Log Insight licensing)
- Knowledge Transfer Session
  - vRealize Operations Manager Overview
  - vRealize Log Insight Overview

## VREALIZE OPERATIONS AND VIRTUAL ENVIRONMENT ANALYSIS

Seller will conduct a remote session 4-6 weeks after vSphere installation with Customer, providing analysis and insight into vRealize Operations data and virtual environment health.

- Remote Session (up to 4 hours)
  - Overview of vRealize Operations data and analysis
  - Q&A regarding virtual environment

Note: A separate instructor-led class, which includes step-by-step labs as well as courseware, is required in order to take the VMware Certified Professional (VCP) Exam. For more information please refer to the Education section on [www.vmware.com](http://www.vmware.com).

## **TARGET AUDIENCE**

- System engineers and administrators new to vSphere

## **AGENDA**

- Pre-Engagement conference call
  - Introduce key participants
  - Review agenda
  - Review logistics
- Site readiness preparation
  - Remote hardware, storage, database, DNS and networking requirements discussion and planning
  - Document naming standards, IP addresses, VLAN, service accounts and storage configurations
- vSphere deployment
  - Interactive ESXi install for up to five (5) servers
  - VMware vCenter Server Virtual Appliance
    - Platform Services Controller
    - vSphere Update Manager

- Demonstrate VMware Host Client
- Demonstrate vSphere Web Client (Flash-based) on one system
- Demonstrate vSphere Client (HTML5-based) on one system
- Creation of vCenter clusters
  - VMware Distributed Resource Scheduler (DRS)
    - Host affinity
    - DPM
  - VMware High Availability (HA)
  - VMware Fault Tolerance (FT)
- Technical architecture overview
  - Infrastructure architecture and components
  - Storage
    - Thin Provisioning
    - Storage vMotion
    - Storage I/O Control
    - MPIO
    - vSphere Storage DRS
  - Networking
    - Standard switches
    - VMware distributed switches
    - Network I/O Control
  - Virtual machine architecture
- Management and administration
  - Creating and deploying virtual machines
  - Template creation and deployment
  - DRS
    - Groups
    - Host affinity rules
    - Guest affinity rules
    - vApp creation
  - HA
    - Admission control and policy
    - Datastore heartbeats
  - Roles
  - Licensing
  - Scheduled tasks
  - Host profiles
  - Systems management and alerts
- Systems maintenance and troubleshooting tips
  - Update Manager
    - ESXi Server maintenance
    - VM maintenance
  - vCenter maintenance using vCenter Appliance management interface
  - Demonstrate backup of vCenter using Appliance management interface
- VMware Standalone Converter conversions
- Testing
  - HA and DRS functional testing
  - FT functional testing
- vRealize Operations Manager deployment

- Installation and configuration of vRealize Operations Manager appliance
  - Installation of vRealize Operations Manager virtual appliance
  - Initial configuration of vRealize Operations Manager
  - Integration of vSphere infrastructure (vCenter and hosts)
  - Management Pack installation and configuration
- Installation and configuration of vRealize Log Insight
  - Installation of vRealize Log Insight virtual appliance
  - Initial configuration of vRealize Log Insight
  - Integration of vSphere infrastructure (vCenter and hosts)
  - Content Pack installation and configuration
- Knowledge Transfer Session
  - vRealize Operations Manager Overview
  - vRealize Log Insight Overview
- vRealize Operations and Environment Analysis
  - Post-installation analysis of vRealize Operations and Log Insight data (4-6 weeks after install)
  - Remote session with Customer to discuss findings
  - Open Q&A with Customer around vRealize solution and virtual environment

## RESPONSIBILITIES

As part of this engagement, Customer is responsible for providing the following:

1. Server hardware certified and tested for ESXi Server 6.7. This equipment should have a 24-72 hour burn-in period to ensure proper hardware functionality.
2. Additional Virtual SAN specific hardware certified and tested for compatibility. See <http://www.vmware.com/resources/compatibility/search.php?deviceCategory=vsan>.
  - a. At least one supported HBA/RAID controller per host
  - b. At least one supported SSD device per host
  - c. At least one supported HDD device per host
  - d. At least one dedicated 1 or 10Gb NICs for Virtual SAN traffic.
3. Network hardware certified & tested for ESXi Server 6.7 and vCenter 6.7
4. Servers used for vSphere must have supported and up-to-date firmware prior to implementation.
5. Current software licensing for VMware Infrastructure, vSAN, Microsoft Windows Server, SQL Server or Oracle Server
6. We recommend that an initial 1 TB LUN for vSphere appliances be created prior to Seller coming onsite. Additional LUN or NFS requirements will be discussed with the engineer during the site readiness preparation.
7. DNS is required to be functional prior to implementation.
8. Media and license keys for all guest operating systems (virtual machines) during this engagement

As part of this engagement, Seller is responsible for the following:

1. Manage any support issues which may arise throughout the duration of the jumpstart

## PROJECT ASSUMPTIONS

1. Seller is not responsible for modifications beyond the initial configuration engagement.
2. Customer has a current VMware licenses for all products being installed. In the event the Customer does not have a current license evaluation licenses will be used.
3. Customer has reviewed each vendor's policy for operating system and application virtualization and is responsible for license compliance.

4. Customer must provide valid licenses for all operating systems and applications installed in Virtual Machines and Templates created by Seller.
5. Customer has either a local NTP server or will allow access to an external NTP time source
6. Customer understands that OEM (Original Equipment Manufacturer) licenses purchased with desktop or server hardware cannot be moved. Seller's engineers will not perform moves or any kind of migration of these OEM licenses as this violates the OEM license agreement.
7. Any P2V processes will occur during the day.
8. Project management and site readiness tasks will be performed remotely.
9. No VoIP systems within the Customer's environment.

## OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. Firmware updates on physical servers for vSphere deployment
2. Replacement of any security certificates.
3. Nexus 1000v or NSX setup or configuration
4. vSphere Auto Deploy
5. Any high availability configuration for vCenter or the Platform Services Controller
6. Any high availability configuration for vRealize Operations
7. Seller is not responsible for modifications beyond the initial configuration engagement

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Site Readiness Spreadsheet	Documentation of IP addresses, VLANS, server names, service accounts, database connectors and storage configurations	XLXS
Vendor Install and Admin Guides	Vendor Install and Admin Guides	PDF

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$21,890.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 98 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates.

For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	82	\$18,450.00
Senior Engineer – Per Hour	\$215.00	16	\$3,440.00
<b>Estimated Totals</b>		<b>98</b>	<b>\$21,890.00</b>

## EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).



# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By: 

By: \_\_\_\_\_

Name: Chris Schroeder

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

Title: Supervisor, Service Contracts

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

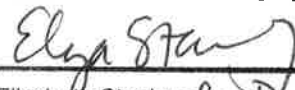
Date: 7/22/2020

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

Mailing Address:  
  
200 N. Milwaukee Ave.  
  
Vernon Hills, IL 60061

Mailing Address:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Approved as to form only by:

  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362



## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County_VMware_Install_DMZ_Servers (Nutanix)	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	(206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 07, 2020	<b>Solution Architect:</b> Janine Harrison Steve Bally
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## VMWARE VSPHERE 6.7 PROJECT SCOPE

### VMWARE VSPHERE 6.7 JUMPSTART

This engagement will include lecture-based overview and installation services and will take up to five (5) consecutive business days.

### VSPHERE 6.7 INSTALLATION

Seller will conduct a vSphere 6.7 Jumpstart engagement with Customer at their location. This engagement will include installation services for the following:

As part of this engagement, Seller will:

- Conduct initial design call to establish technical requirements of installation and site preparation
- Explain the capabilities of vSphere 6.7 including ESXi Server 6.7 and vCenter 6.7
- Install and configure vSphere infrastructure components
  - VMware vSphere 6.7 Essentials Plus Edition
  - Interactive ESXi installation for up to five (5) servers
  - VMware vCenter Server Appliance with the following roles embedded and enabled as needed on up to two (2) appliances:

- Platform Services Controller
  - vSphere Update Manager
- vSphere Client on one system
- Configure one (1) DRS/HA cluster if licensing allows
- Create and test deployment of up to two (2) Windows server templates
- Convert up to two (2) Physical to Virtual (P2V) non-production Windows servers supported by VMware Standalone Converter

## VREALIZE OPERATIONS AND MANAGEMENT INSTALLATION

Seller will conduct a vRealize Operations Jumpstart with Customer at their location. This engagement will include installation services for the following:

- vRealize Operations and Management Overview
  - Install and configure vRealize Operations and Management
    - vRealize Operations Manager
      - Integration of up to (2) VMware vCenter instances and respective hosts/clusters/virtual machines
    - vRealize Log Insight
      - Integration of up to (2) VMware vCenter instances and respective hosts/clusters/virtual machines
      - If no license was purchased for Log Insight, the Log Insight for vCenter standard edition will be used (Valid with Log Insight 4.6.1 only).
    - Up to three (3) vRealize Operations Management Packs will be installed of the Customer's choice (some management packs are trials and are not covered by vROps licensing)
    - Up to three (3) vRealize Log Insight Content Packs will be installed of the Customer's choice (some content packs are trials and are not covered by Log Insight licensing)
- Knowledge Transfer Session
  - vRealize Operations Manager Overview
  - vRealize Log Insight Overview

## VREALIZE OPERATIONS AND VIRTUAL ENVIRONMENT ANALYSIS

Seller will conduct a remote session 4-6 weeks after vSphere installation with Customer, providing analysis and insight into vRealize Operations data and virtual environment health.

- Remote Session (up to 4 hours)
  - Overview of vRealize Operations data and analysis
  - Q&A regarding virtual environment

Note: A separate instructor-led class, which includes step-by-step labs as well as courseware, is required in order to take the VMware Certified Professional (VCP) Exam. For more information please refer to the Education section on [www.vmware.com](http://www.vmware.com).

## **TARGET AUDIENCE**

- System engineers and administrators new to vSphere

## AGENDA

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  - Introduce key participants
  - Review agenda
  - Review logistics
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  - Remote session with Customer to discuss findings
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  - a. At least one supported HBA/RAID controller per host
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4. Servers used for vSphere must have supported and up-to-date firmware prior to implementation.
5. Current software licensing for VMware Infrastructure, vSAN, Microsoft Windows Server, SQL Server or Oracle Server
6. We recommend that an initial 1 TB LUN for vSphere appliances be created prior to Seller coming onsite. Additional LUN or NFS requirements will be discussed with the engineer during the site readiness preparation.



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As part of this engagement, Seller is responsible for the following:

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## PROJECT ASSUMPTIONS

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4. Customer must provide valid licenses for all operating systems and applications installed in Virtual Machines and Templates created by Seller.
5. Customer has either a local NTP server or will allow access to an external NTP time source
6. Customer understands that OEM (Original Equipment Manufacturer) licenses purchased with desktop or server hardware cannot be moved. Seller's engineers will not perform moves or any kind of migration of these OEM licenses as this violates the OEM license agreement.
7. Any P2V processes will occur during the day.
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9. No VoIP systems within the Customer's environment.

## OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. Firmware updates on physical servers for vSphere deployment
2. Replacement of any security certificates.
3. Nexus 1000v or NSX setup or configuration
4. vSphere Auto Deploy
5. Any high availability configuration for vCenter or the Platform Services Controller
6. Any high availability configuration for vRealize Operations
7. Seller is not responsible for modifications beyond the initial configuration engagement

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Site Readiness Spreadsheet	Documentation of IP addresses, VLANs, server names, service accounts, database connectors and storage configurations	XLSX
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## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

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## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or

calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$11,130.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 50 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

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Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	42	\$9,450.00
Project Manager – Per Hour	\$210.00	8	\$1,680.00
<b>Estimated Totals</b>		<b>50</b>	<b>\$11,130.00</b>

## EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

## CDW Government LLC

## Clallam County

By: 

By: \_\_\_\_\_

Name: Chris Schroeder

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

Title: Supervisor, Service Contracts

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

Date: 7/22/2020

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

Mailing Address:


Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form only by:

  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County



## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County VMware Install VDI Servers (Nutanix)	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	(206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 08, 2020	<b>Solution Architect:</b> Janine Harrison Steve Bally
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## VMWARE vSPHERE 6.7 PROJECT SCOPE

### VMWARE vSPHERE 6.7 JUMPSTART

This engagement will include lecture-based overview and installation services and will take up to five (5) consecutive business days.

### vSPHERE 6.7 INSTALLATION

Seller will conduct a vSphere 6.7 Jumpstart engagement with Customer at their location. This engagement will include installation services for the following:

As part of this engagement, Seller will:

- Conduct initial design call to establish technical requirements of installation and site preparation
- Explain the capabilities of vSphere 6.7 including ESXi Server 6.7 and vCenter 6.7
- Install and configure vSphere infrastructure components
  - VMware vSphere 6.7 Essentials Plus Edition
  - Interactive ESXi installation for up to seven (7) servers
  - VMware vCenter Server Appliance with the following roles embedded and enabled as needed on up to two (2) appliances:



- Platform Services Controller
  - vSphere Update Manager
- vSphere Client on one system
- Configure one (1) DRS/HA cluster if licensing allows
- Create and test deployment of up to two (2) Windows server templates
- Convert up to two (2) Physical to Virtual (P2V) non-production Windows servers supported by VMware Standalone Converter

## VREALIZE OPERATIONS AND MANAGEMENT INSTALLATION

Seller will conduct a vRealize Operations Jumpstart with Customer at their location. This engagement will include installation services for the following:

- vRealize Operations and Management Overview
  - Install and configure vRealize Operations and Management
    - vRealize Operations Manager
      - Integration of up to (2) VMware vCenter instances and respective hosts/clusters/virtual machines
    - vRealize Log Insight
      - Integration of up to (2) VMware vCenter instances and respective hosts/clusters/virtual machines
      - If no license was purchased for Log Insight, the Log Insight for vCenter standard edition will be used (Valid with Log Insight 4.6.1 only).
    - Up to three (3) vRealize Operations Management Packs will be installed of the Customer's choice (some management packs are trials and are not covered by vROps licensing)
    - Up to three (3) vRealize Log Insight Content Packs will be installed of the Customer's choice (some content packs are trials and are not covered by Log Insight licensing)
- Knowledge Transfer Session
  - vRealize Operations Manager Overview
  - vRealize Log Insight Overview

## VREALIZE OPERATIONS AND VIRTUAL ENVIRONMENT ANALYSIS

Seller will conduct a remote session 4-6 weeks after vSphere installation with Customer, providing analysis and insight into vRealize Operations data and virtual environment health.

- Remote Session (up to 4 hours)
  - Overview of vRealize Operations data and analysis
  - Q&A regarding virtual environment

Note: A separate instructor-led class, which includes step-by-step labs as well as courseware, is required in order to take the VMware Certified Professional (VCP) Exam. For more information please refer to the Education section on [www.vmware.com](http://www.vmware.com).

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Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior VMware Engineer – Per Hour	\$225.00	42	\$9,450.00
Project Manager – Per Hour	\$215.00	8	\$1,720.00
<b>Estimated Totals</b>		<b>50</b>	<b>\$11,170.00</b>

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**CDW Government LLC**

**Clallam County**

By:

  
\_\_\_\_\_

By:

\_\_\_\_\_

Name: Chris Schroeder

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

Title: Supervisor, Service Contracts

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

Date: 7/22/2020

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

Mailing Address:


200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form only by:

  
\_\_\_\_\_  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

<b>Location(s)</b>	<b>Address</b>
Clallam County	223 East 4th St., Port Angeles, WA 98362
Clallam County	223 East 4th St., Port Angeles, WA 98362
Clallam County	223 East 4th St., Port Angeles, WA 98362
Clallam County	223 East 4th St., Port Angeles, WA 98362



## STATEMENT OF WORK

<b>Project Name:</b>	Clallam_County_Data_Migrations	<b>Seller Representative:</b> Sean McLellan (206) 218-3956 seanmcl@cdw.com
<b>Customer Name:</b>	Clallam County	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	June 07, 2020	<b>Solution Architect:</b> Janine Harrison Steve Bally
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Clallam County (“**Customer,**” and “**Client,**”).

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## PROJECT SCOPE

Customer is requesting assistance to migrate approximately 75 TB of Data from an existing Kaminario K@ and IBM v3700 storage solution (“**Source**”) to a new Nutanix NX 8235 and NX 3360 storage solution (“**Target**”). Seller will work with Customer to Plan, Design and Migrate Data on specific hosts from started sources(s) to specific target(s) according to the scope boundaries set forth below: including Data Gathering, Assessment, Planning, Design, Implementation and Migration data validation. Seller will use preferred migration tool or specific Storage Solution Native Windows tools as it primary tool(s) for migration of data during this project and may elect, at Seller’s discretion, to employ the use of other appropriate methods as needed to complete the migration of data as defined in this SOW. This process will be based upon mutually agreed upon downtime requirements, planned in advance by both the Seller and Customer.

## SOURCE ENVIRONMENT

- Qty. (1) Kaminario K2
- Qty (1) IBM v3700
- Qty (4) VMware vSphereHosts (PRD)
- Qty (3) VMware vSphere Hosts (DMZ)
  - Approx. 75TBs, 184 (PRD) and 11 (DMZ)VMs

## TARGET ENVIRONMENT

- Qty. (1) Nutanix NX8235
- Qty (1) Nutanix NX3360
- Qty (4) VMware vSphereHosts (PRD)

- Qty (3) VMware vSphere Hosts (DMZ)
  - Approx. 75TBs, 184 (PRD) and 11 (DMZ) VMs

## **DATA MIGRATION**

Seller's approach to this Data Migration project is addressed in the following phases:

- Discovery & Assessment
- Planning & Design
- Preparation
- Pilot
- Data Migration
- Validation

### **DISCOVERY AND ASSESSMENT PHASE**

- Seller will perform a physical and logical inventory of the Customer storage environment and supporting network hardware, and will gather information regarding the data type, size, and environment.
- Customer will complete a data assessment questionnaire provided by the Seller.
- Seller will review the questionnaire and communicate with the Customer as needed for additional or follow up information.
- Seller will run a data gathering and validation tool on Customer network (remote) in order to collect, analyze and validate Customer data is in line with project information.
- Seller will work with the Customer if any needed outages are identified to ensure minimal impact to the Customer business operations as well as to ensure correct collection of data.
- Seller will complete the analysis of existing host data collected and document any required changes to hardware/software/firmware and provide the list to the Customer.

### **PLANNING AND DESIGN PHASE**

- Upon completion of the discovery and assessment phase, Seller will create a data migration strategy based on Customer specific needs. The Seller and Customer will review the findings and recommendations.
- A migration plan will be submitted to Customer for approval before proceeding.
- Once the migration plan has been accepted then the Seller will create a pilot and validation plan. The purpose of this plan is to test in a controlled pilot group the migration strategy.
- Validate the migration environment to ensure the appropriate assets will be migrated and meet Seller's interoperability requirements.
- Correlate storage environment information and plan for the migration solution.
- Create documentation of the proposed architecture in the Configuration Guide.
- Work with Customer to develop post migration cutover plan.
- Determine the engagement process and schedule.
- Determine Downtime windows.
- Determine Customer Change Control.

### **PREPARATION PHASE**

- Validate that the relevant equipment is on-site at the appropriate location with power and cable requirements met
- Confirm with the Customer the installation, cabling, and connectivity to system cabinets are in accordance with the solution design
- Verification of the network, server, or storage configuration changes
- Installation and setup of the migration tool(s)

- Confirm Customer has completed a full backup of all data from source systems

#### PILOT PHASE

- Development of the Data Migration Validation Plan with the Customer
- Perform a test migration with data subset
- Review Pilot results upon successfully completion
- Modify migration plan and conduct second pilot if required

#### DATA MIGRATION PHASE

- Migration of the data in scope of this SOW
- Upon determination of migration plan and technique, specific implementation plans will be generated and executed.

#### VALIDATION PHASE

- Review Data Validation plan with Customer
- Validate migrated data attributes
- Validate target system configuration
- Verify I/O is suspended and confirm with Customer that data removal from system is complete
- Perform post-migration clean up, including removal of any zoning, device mappings, port connections, and migration software or storage configuration settings that are no longer required in the environment
- Remove migration appliances as needed
- Provide appropriate Knowledge Transfer and target system Overview as applicable

### **PROJECT ASSUMPTIONS**

In addition to any other assumptions described in this SOW, Seller assumes the following:

1. The scope and objectives of this project will be jointly managed by you and Seller to better ensure completion of the project within the anticipated schedule.
2. If you require Seller to perform additional tasks that fall outside of this SOW additional charges may be incurred and will require Customer sign-off before additional tasks can be completed.
3. Services not specified in this SOW are considered out-of-scope and will be addressed with a separate SOW or Change Order.
4. Customer must provide valid licenses for all operating systems.
5. Customer will provide either a Project Manager or other consistent and knowledgeable resource familiar with the Customer environment, processes and procedures in order to facilitate the timely execution of the tasks Seller is expected to complete as part of this SOW.
6. The scope and objectives of this project will be jointly managed by you and Seller to better ensure completion of the project within the anticipated schedule.
7. You and Seller will follow Seller's Project Management Methodology for this project. Seller's Project Management Methodology is as follows: Customer will work with Seller to define roles and responsibilities, develop project and test plans, identify risks, maintain change management procedures and ensure management of open issues.
8. If you require Seller to perform additional tasks that fall outside of this SOW additional charges may be incurred and will require Customer sign-off before additional tasks can be completed.
9. Existing network is in good working order.
10. All discovery Services are best effort and are dependent on the network being fully functional.
11. Customer has knowledge about current environment, storage area network, networking infrastructure.
12. Customer resources committed to the engagement will be made available throughout the engagement.



13. Customer has acquired all necessary hardware and software required to fulfill this project. Delays in hardware and software delivery may increase costs or change the project timeline.
14. Project management tasks will be performed remotely.
15. Seller will not be liable for any loss, corruption, or any other damage to data or software involved in this project.
16. The number of VMs moved depends on migration window time and will be agreed upon by customer and seller prior to migration.
17. Customer and Seller agree that the total number of "servers" (VM's) involved in the migration is 195.
18. Any change in the number of servers to be migrated will require a Project Change Request to the original SOW approved by both Seller and Customer and may require Seller to modify the number of servers migrated, per session accordingly.
19. Additional licensing cost may be applied depending on the agreed upon migration strategy. Customer will be responsible for any additional costs.

## **CUSTOMER RESPONSIBILITIES**

In addition to any other responsibilities described in this SOW that you may have, your obligations include (without limitation) those listed below.

1. Together with Seller, schedule the performance of the services.
2. Provide other full-time qualified, knowledgeable personnel who will perform your obligations under this SOW, make timely decisions necessary to move performance of the services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the services.
3. Your personnel will be available on a timely basis, and when reasonably requested by Seller, your personnel will provide input, review the services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input.
4. When services are performed at your location, you will provide adequate, co-located workspace for the engagement personnel (both Sellers' personnel and your personnel) with appropriate system access. Seller recommends keeping these personnel separate from support teams and those performing daily operations.
5. Acquired all necessary hardware and software required to complete this project.
6. Provide Seller all appropriate media, licensing, and software keys.
7. Provide network connectivity, including cabling, Internet access and voice access for local and long distance calls.
8. Must perform a full back-up prior to Seller arriving to perform the service requested. Seller is neither liable nor responsible for the loss, back-up, or restore of any Customer data.
9. Grant or facilitate authorized Seller project delivery personnel the timely access to all related Customer equipment, systems, device and system consoles, (restricted access or otherwise secured location) that Seller would require in order to execute the Services set forth in this SOW.
10. Current LAN, WAN, Network Storage or related Systems documentation, including any relevant drawings, diagrams, layouts and schematics to the Customer Environment either included or affected by the tasks set forth in this SOW, and as requested by Seller.
11. Inventory of Storage devices, physical and virtual to include SAN, NAS and Disk Arrays or as otherwise required by Seller.
12. All post-migration activities (i.e. reconfiguring replication and backups).

## **ACCEPTANCE CRITERIA**

The acceptance criteria for this engagement are as follows:

1. Assessment
2. Planning/Design
3. Completion of data migration.

## OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. Migration of any server not within the defined SOW
2. Any LUN consolidation.
3. Application verification – Customer is required to verify data/application integrity.
4. Client configuration changes

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Communication Plan	Communication Plan for the project.	PDF
Data Migration Workbook	The plan that will document the necessary steps and procedures that will be performed by both parties (Seller and Customer) to ensure the successful migration of the Customer's data. Visual depiction of the current data and storage environment.	PDF

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact

Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$25,915.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 121 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s),

there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$215.00	101	\$21,715.00
Project Manager – Per Hour	\$210.00	20	\$4,200.00
<b>Estimated Totals</b>		<b>121</b>	<b>\$25,915.00</b>

## EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By: Chris Schiroeder

By: \_\_\_\_\_

Name: CHRIS SCHIROEDER

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

Title: SUPERVISOR SERVICE CONTRACTS

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

Date: 7/21/20

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

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form only by:

Elizabeth Stanley  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362





## STATEMENT OF WORK

<b>Project Name:</b>	CCS - Clallam County eMail Archiving Solution	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 26, 2020	<b>Solution Architect:</b> Tracy David
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

### Project Scope

Clallam County is seeking assistance from an experienced consultancy to assist with the evaluation and selection of an email archiving solution.

The CCS team has done its best to capture Clallam County preliminary needs and has listed them above. If Clallam County has additional expectations for this engagement, it is important to have those documented, and included in the proposal to ensure, the estimated budget, and outputs delivered as part of this engagement are in alignment with Clallam County’s expectations.

### POTENTIAL CCS CONSULTING ROLES

#### Engagement Manager (EGM)

This role is responsible for establishing strategic direction and developing a strategy for initiatives, financial considerations, governance and assessment of all engagements within the program to

ensure creative and technical success. The engagement manager provides oversight and guidance to the entire engagement team.

### **Business Analyst (BA)**

The BA is responsible for collection and interpretation of the data generated by the assessment and mapping tools. The BA will model the data appropriately and prepare the visual mapping documentation as required for this engagement.

## **CDW CCS APPROACH**



The remainder of the proposal will outline the tasks and associated level of effort the CCS team will perform during the engagement. This proposal also sets the mutual understanding that adjustments to scope and pricing are possible results of the initial discovery and validation efforts.

### **ENGAGEMENT KICKOFF MEETING**

To ensure that there is a clear understanding of the overall engagement approach, the key milestones, and timeline for meeting Clallam County's objectives, before commencing work on this engagement, the CCS team will meet with representatives from Clallam County to discuss and agree on a planned approach. The following is a sample listing of the matters that are typically covered during this meeting:

- Introduce key Clallam County representatives and the CCS team members.
- Discuss roles and responsibilities of key team members.
- Review initial document requests and obtain relevant documentation available.
- Discuss any known or anticipated issues and concerns.
- Agree on scope of procedures to be conducted.
- Agree on engagement team's communication plan and reporting format(s).

Following this initial meeting, CDW's engagement manager will finalize an engagement plan for approval by Clallam County. All work performed will be at the direction of Clallam County, on behalf of Clallam County, and we will undertake only those tasks approved by Clallam County.

### **PHASE ONE – REQUIREMENTS ELICITATION**

In collaboration with Clallam County, CDW will determine and document web designer and content management solution requirements for future state.

#### Email Archiving

- General Functional Requirements
- Retention Management
- Storage Management
- eDiscovery
- Reporting
- System and Software Requirements
- Integration and Customization
- Security

### **PHASE TWO – RFP DEVELOPMENT AND COMPARATIVE ANALYSIS**

Utilizing the requirements identified in the first phase, the CCS team shall develop an RFP and subsequently execute a comparative analysis of well-established tools in the market that may satisfy the requirements. Evaluation shall be based upon

- Accuracy to RFP response criteria
- Solution completeness
- Budgetary considerations
- Integration with current environment

### **ENGAGEMENT PLANNING & MANAGEMENT METHODOLOGY**

The CDW Engagement Methodology is a critical aspect of any consulting engagement and ensures both the success of the engagement, and most importantly, the overall success of Clallam County's initiative. Clallam County's participation is mandatory and essential to proper execution while being minimally invasive on Clallam County's environment. The methodology consists of an engagement approach, schedule of participation, specific planning, and management tasks.

## ENGAGEMENT LIFECYCLE



## CLIENT SUCCESS ENGAGEMENT FRAMEWORK



These tasks will ensure that the engagement completion meets all requirements outlined in this proposal, and includes the following activities:

- Internal engagement planning.
  - Clearly define engagement scope, requirements, objectives, and approach.
  - Develop communication and escalation plan(s).
  - Identify engagement resources, roles, responsibilities, and availability.
  - Confirm site readiness and documentation.
- External engagement meeting.
  - Introduce key participants, stakeholders and engagement teams.
  - Solution requirements and logistics review.
  - Review and approve engagement plan.
- Engagement management.
  - Task, resource scheduling, and assignment.
  - Administration, financial and team management.
  - Escalation and communication management.
  - Change control and management.
  - Status meetings and reporting.
  - Engagement closeout and next steps.

### **CLALLAM COUNTY RESPONSIBILITIES**

Clallam County is responsible for providing the CCS team the following items to complete the scope in this engagement:

1. Together with CDW, schedule the performance of the services.
2. Communicate all material engagement matters to the CCS team's engagement manager.
3. Provide other full-time qualified, knowledgeable personnel who will perform Clallam County's obligations under this SOW, make timely decisions necessary to move performance of the services forward, participate in this engagement to the extent reasonably requested

by the CCS team and reasonably assist CDW'S CCS team with its performance of the services.

4. Clallam County personnel will be available on a timely basis, and when reasonably requested by the CCS team, Clallam County personnel will provide input, review the services being performed, and the items provided by the CCS team, answer questions, provide signoff, and allow the CCS team to gather and validate information, perform reviews and obtain other input.
5. When services are performed at Clallam County's location, Clallam County will provide adequate, co-located workspace for the engagement personnel (both the CCS team's personnel and Clallam County's personnel) with appropriate system access. The CCS team recommends keeping these personnel separate from support teams and those performing daily operations.
6. Granting or facilitating authorized the CCS team engagement delivery personnel the timely access to all related Clallam County's equipment, systems, device and system consoles, (restricted access or otherwise secured location) that the CCS team would require executing the deliverables set forth in this SOW.
7. Provide current IT business, financial, IT process, infrastructure, and systems documentation, including any relevant drawings, diagrams, layouts and schematics to Clallam County's environment either included or affected by the deliverables set forth in this proposal, and as requested by the CCS team.
8. Inventory of all physical and virtual IT infrastructure to include network, security, storage and compute, or as otherwise required by the CCS team to satisfy the terms or obligations of the services included in the engagement.
9. Clallam County will provide the regulatory and compliance requirements that the desired recovery state solution must adhere to.
10. Clallam County is required to verify data/application integrity prior to any review of data.

## **ENGAGEMENT ASSUMPTIONS**

In addition to any other assumptions described in this SOW, the CCS team assumes the following:

1. The scope and objectives of this engagement will be jointly managed by Clallam County and the CCS team to better ensure completion of the engagement within the anticipated schedule.
2. Clallam County will provide either an engagement manager or other consistent and knowledgeable resource familiar with Clallam County's environment, processes, and procedures to facilitate the timely execution of the scope the CCS team is expected to complete as part of this proposal.
3. Clallam County and the CCS team will follow the CCS team's engagement management methodology. For this engagement, the CCS team's engagement management methodology may be attached to this proposal, but if it is not, it is simply as follows: Clallam County will work with the CCS team so that together we can define roles and responsibilities, develop engagement, test plans, identify risks, maintain change management procedures, and ensure management of open issues.
4. If you require the CCS team to perform additional tasks that fall outside of this proposal, additional charges may be incurred and will require Clallam County's sign-off before additional tasks can be completed.

5. Clallam County has performed full, working and complete back up of all data involved within the scope of this engagement.
6. Existing network, storage and security systems are in good working order.
7. All discovery services are best effort and are dependent on the availability of required resources.
8. Clallam County has knowledge about current environment including, networking infrastructure, IT security systems, storage area network, compute, virtualization, and supporting infrastructure services.
9. Clallam County has knowledge about all current applications in the environment including, but not limited to, operating systems, email, database platforms, ERP, CRM, and any other industry specific or custom-built applications.
10. Clallam County resources committed to the engagement will be made available throughout the engagement.
11. Engagement management tasks may be performed remotely.
12. the CCS team will not be liable for any loss, corruption, or any other damage to data or software involved in this engagement.
13. Clallam County will provide remote access to systems. If no remote access system is in place, the CCS team will use a remote access solution of their choice to remotely control and assess the current environment.
14. Costs for 3<sup>rd</sup> party assistance cannot be determined as part of this proposal and will be scoped as needed by the identified contractor and work directly with Clallam County. CDW' CCS team will manage any contract resource as part of the team.
15. the CCS team will not be liable or responsible for costs or damages that result from the execution of any recommendation or change not performed by CDW' CCS team or a third-party engaged by the CCS team to perform a change.

## **OUT OF SCOPE**

1. Any business or financial analysis not directly related to the services included in this proposal.
2. Implementation of email archiving solution.

Services not specified in this SOW are out of scope and will be addressed with a separate SOW or Change Order.

## **DATA ANALYSIS & REPORTING CONTENT MANAGEMENT**

the CCS team will determine the comprehensiveness and corresponding level of detail required for this engagement and subsequent report at its sole discretion subject to the requirements mutually agreed upon and expressly stated in this scope of work. This determination is based on the CCS



team's expertise, internal data modeling and industry standards, which dictate the material nature of the information, gathered as it relates to the reasonable and commonly accepted consulting practices by which data synthesis and conclusions may be derived with delineation for final summary reports. Unless otherwise stated, all analysis and reporting will be provided at a high-level only to the extent it satisfies the negotiated requirements of the scope. Any requests for supplementary analysis and data after the engagement commences, not included in subsequent design and architecture phases, may significantly increase the scope of the engagement and resultant cost on a time and material basis or via a change order for fixed fee engagements.

### **ITEMS PROVIDED TO Clallam County**

Table 1 – Item(s) Provided to Clallam County

<b>Item</b>	<b>Description</b>
Solution Requirements Report	Solution requirements matrix
RFP	Solution requirements, evaluation criteria

### **Clallam County RESOURCE REQUIREMENTS**

Table 2 – Clallam County Engagement Resource Requirements based on allotted project hours

<b>Role</b>	<b>Description</b>	<b>Participation</b>
Executive sponsor	Executive sponsors of the initiative	5%
IT management	IT management responsible for engagement ownership	5%
Business process owners	IT and/or business owners of required operations associated with the engagement	60%
Technical expertise	Infrastructure, application, compute, database, telecommunications process expertise associated with the engagement	20%
Engagement management	Engagement management responsible for the engagement	10%

## **CONTACT PERSONS**

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("**Unit Rate**") multiplied by the number of units being provided ("**Billable Units**") for each unit type provided by Seller (see Table below).

Services Fees of \$37,025.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 163 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day. Services are performed remotely and four (4) hours billed each day. Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Engagement Manager – Per Hour	\$250.00	14	\$3,500.00
Business Analyst – Per Hour	\$225.00	149	\$33,525.00
<b>Estimated Totals</b>		<b>163</b>	<b>\$37,025.00</b>

## EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## TRAVEL NOTICE

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer’s request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

### CDW Government LLC

### Clallam County

By: 

By: \_\_\_\_\_

Name: Chris Schroeder

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

Title: Supervisor, Service Contracts

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

Date: 7/22/2020

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

Mailing Address:

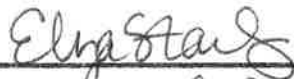
Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form only by:



Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County



## STATEMENT OF WORK

<b>Project Name:</b>	Clallam County Windows 10 Deployment	<b>Seller Representative:</b> Sean McLellan +1 (206) 218-3956 seanmcl@cdw.com
<b>Customer Name:</b>	Clallam County	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	June 25, 2020	<b>Solution Architect:</b> Michael Poling
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Clallam County (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## WINDOWS 10 DEPLOYMENT

### PROJECT SCOPE

Seller will conduct a Windows 10 Engagement that provides workshops, design, and assessment of Microsoft Windows 10 and Office 365 to allow you to evaluate functionality and prepare for a deployment.

- **Architectural Design Session:** Review Current Environment and Windows 10 Features
- **Software and Hardware Assessment:** Gather sample inventory to analyze readiness
- **Platform Delivery:** Configuration of image delivery platform either SCCM or MDT
- **Image Design:** Microsoft recommended practice associated with creating Windows system images
- **Personalization Service:** User state and data managed across devices
- **Application Delivery:** Application delivery options based on your environment
- **Pilot Deployment:** Deliver customized image to pilot group of computers
- **Production Rollout:** Deployment of Windows 10 to remaining users
- **Deployment Roadmap:** Steps to implement and adopt Windows 10 features and best practices on deployment

### APPROACH

The Windows 10 engagement includes a series of workshop sessions that are to help evaluate the Customers environment in preparation for deployment of Windows 10 and its features.

### PRE-PLANNING

Prior to the Assessment session, Seller needs to review the Customer documentation of its current environment. Customer is therefore requested to provide the following current state documents:

- Core Line of Business (LOB) Applications (in the scope of this project)
- Directory Services Infrastructure
- Network Topology
- User Population and Distribution
- Administrative Practices and Procedures

If existing documentation is unavailable, Seller will provide a Site Assessment worksheet to help Customer gather the necessary information about the Customer environment. Seller will also use any information that Customer may have already provided Seller from past engagements.

## PLANNING

### **PROJECT KICK-OFF MEETING**

Seller will begin with a project kick-off meeting with the core Customer project team that will last approximately two hours. Interviews conducted during this meeting will help determine the required business objectives, drivers and overall design objectives, and will finalize the scope of the engagement.

The kick-off meeting should occur at least one week prior to the onsite design and planning activities in order to give the teams the opportunity to prepare. The agenda topics to be covered will include the following:

- Knowledge transfer and review of company and project vision
- Outline of primary goals, objectives and project requirements
- Knowledge transfer of Company Physical Profile and Organization structure
- Document Request Current State
- Establishment of Project Management Protocol for the engagement
- Establishment of Roles and Project Schedule

### **KEY ENGAGEMENT ACTIVITIES**

This engagement is tightly planned, discussion time on certain topics may be time boxed. We will attempt to complete the activity within the specified time. If the activity is not completed within the time allotted, the activity shall be left for later in the engagement as time permits.

### **DESIGN SESSION**

These activities will be encapsulated in a workshop format. It is expected that these workshop discussions will involve interactive onsite work with Customer and offsite document creation. Items for discussion may include:

- Environment Current State Review
  - Client Infrastructure: Hardware, Software
  - Application Compatibility Considerations
  - Client Management Infrastructure
    - Software and Asset Management
    - Patch Management
    - Application Delivery
    - Profile Management
    - Directory Services
    - Security
    - Mobility
    - Remote Access
- Review and document business, functional and Technology Goals
- Review current Group Policy settings and how they apply to end users and computer objects specifically to Windows 10



- Business Value Review: potential benefits and cost reduction of a current, standardized, more secure and better managed desktop environment
- Review Office 365 Pro Plus design and customizations for deployment
- **Windows 10 Overview**
  - User Experience
    - Edge Browser
    - Cortana Assistant
    - Windows 7 vs. Windows 10
  - Hardware Requirements
  - Servicing Model – Current Branch, Current Branch for Business, and Long-Term Service Branch
  - Windows 10 Security
    - Device Guard
    - Credential Guard
    - Information Protection
    - BitLocker, AppLocker, DirectAccess, BranchCache
    - Microsoft Advanced Threat Protection
    - Windows Hello for Business
- **Windows 10 Deployment and Management**
  - Microsoft Deployment Best Practices
  - Initial Deployment and post-install configuration
  - Management Tools Best Practices: software and hardware inventory, software distribution, asset management, security update management
  - Automated Deployment Best Practices: end to end methodology that produces a predictable outcome
  - Fundamentals Best Practices: User State Migration, Application Compatibility Testing and Packaging, Image Building, Securing the Desktop, Ongoing Operations
  - Light Touch: the latest tools and scripts for assisting in the automation of desktop life cycle management tasks
  - Zero Touch: the latest tools for Implementation and Provisioning
- **Migration Planning:** Evaluate migration scenarios and options, such as in-place upgrade, side-by-side migration, or wipe and reload. In-place upgrade is the preferred approach where feasible, however other scenarios will also need to be evaluated and configured to prepare for alternatives.

Seller will complete a Client Deployment Strategic Roadmap for Customer. This document consists of a comprehensive summary of the information uncovered during Strategy Briefing and Architectural Design Session and should assist Customer with formulating a valid solution framework for their desktop deployment project.

## **HARDWARE AND SOFTWARE ASSESSMENT**

The Seller will implement the Microsoft Upgrade Readiness tool to gather inventory information from a pilot group of up to twenty-five (25) computers. The Microsoft Upgrade Readiness tool will be able to gather detailed information about hardware and software to analyze the readiness of the customer's environment. The customer will determine which computers will be part of the pilot group. The seller will configure the Microsoft Upgrade Readiness tool to gather inventory and performance data which will allow reports to be generated that will assist in determining readiness for the deployment of Windows 10. The following steps will be performed by the seller:

- Installation and Configuration of Microsoft Upgrade Readiness tool
- Configure Collection of sample computer group
- Monitor the collection of inventory and performance information
- Analyze inventory collected for readiness

- Generate Readiness Reports
- Provide recommendations on next steps and reconciliation of inventory reports

Once the readiness assessment has been completed the seller will assist in analyzing the readiness reports and provide recommendations on next steps and best practices.

## PLATFORM DELIVERY SERVICE

The Platform Delivery starts with an overview of the platform delivery options found within most customer environments, followed by a workshop to define the Customer platform delivery requirements. The platform delivery requirements will then be supported through the design for each of the Windows 10 phases. As part of the Platform Delivery Service, Seller will provide the following:

- Review the platform delivery options and features to gather the requirements for deployment
- Lite-Touch deployment process and tooling
- Zero-Touch deployment process and tooling
- Installation and Configuration of the Microsoft Deployment Toolkit
- Configuration of existing Configuration Manager infrastructure to support delivery of an image and provisioning packages
- Creation of up to two (2) Task Sequences to deliver the image and/or provisioning package
- Populate Driver Repository with up to five (5) hardware models
- Deploying Operating System Packages via PXE
- Deploying Operating System via removable/standalone media (DVD/USB)

## IMAGE ENGINEERING

Image Engineering starts with an overview of the image options found within most customer environments followed by a workshop to define the Customer image requirements. The image requirements will then be supported through the design for each of the Windows 10 phases. As part of the Image Engineering, Seller will provide the following:

- **Image Requirements Gathering:** Seller will provide strategic guidance and leadership in gathering requirements for the image creation.
- **Image Creation:** Seller will use the requirements gathered as part of image design to create up to two (2) Windows 10 image(s) (32-bit, 64-bit) for deployment with either the Microsoft Deployment Toolkit (MDT) or Microsoft Endpoint Configuration Manager. These images can be for Current Branch, Current Branch for Business and Long-Term Service Branch servicing models. Up to five (5) applications will be included in the default image.
- **Image Customization:** Seller will customize up to five (5) settings and configurations. Up to two (2) multilingual user interface language packs. Office 365 Pro Plus can be included as part of the image or deployed with Configuration Manager.
- **Image Provisioning:** Seller will create up to two (2) Provisioning Packages to modify existing Windows 10 computers using the Windows Image Customization Designer.
- **Image Acceptance:** Seller will provide Customer with up to two (2) Windows 10 image based on the requirements that are signed off during the Image Requirements Gathering activity. The image may then be reviewed and evaluated in a pilot environment deployment

## APPLICATION DELIVERY SERVICE

The Application Delivery Service starts with an overview of the application options found within most customer environments, followed by a workshop to define the Customer application requirements. The application requirements will then be supported through the design for each of the Windows 10 phases. As part of the Application Services, Seller will provide the following:

- Review the application service options and features to gather the requirements for configuring application service products
- Deployment of up to ten (ten) applications using a combination of the following methods
  - Prescribed MSI-based application model application
  - Prescribed virtual application based on App-V
- Self-service application installation of one (1) of the above-mentioned application types.

**Note:** Prescribed is Microsoft publicly available software including Skype, Microsoft Remote Server Administration Tools (RSAT) or Microsoft XML Notepad. The Customer will need to provide a Configuration Manager, App-V or Intune environment for Application delivery.

## PERSONALIZATION SERVICE

The Personalization Services commences with an overview of the personalization options found within most customer environments, followed by a workshop to define the Customer personalization requirements. The personalization requirements will then be supported through the design for each of the Windows 10 phases. As part of the Personalization Services, Seller will provide the following:

- Review the personalization options and features to gather the requirements for configuring personalization products
- Settings location templates for default Windows settings
- Settings location template for one pre-configured sample application
- Guidance on best practices for User Profile management and configuration
- Configuration of Folder Redirection, UE-V, Local or Roaming Profiles for Pilot group
- Demonstrate personalization services using Roaming Profiles and UE-V

## SERVICING

- Windows 10 devices will be deployed to CB or Current Branch for Business (CBB). Limited deployment for LTSB for volume licensing customers using up to 6 servicing rings.
- If the servicing tool requires configuration through group policy, no more than 6 servicing group policies and 6 Active Directory groups will be used to support servicing rings that can be used to manage the delivery of Windows 10 updates and upgrades to the environment.
- Configure and deploy a single computer servicing-related Group Policy setting and configuration (such as Windows Update for Business or Windows Update Delivery Optimization).
- Optionally, assist with the deployment of Windows Analytics Upgrade Readiness to support the servicing strategy.

## SECURITY

- Follow group policy object (GPO) strategy and security settings that are based on a Windows 10 security baseline, or create a single computer GPO that is deployed to in-scope devices to configure Windows 10 foundational security settings (this is limited to content covered in workshop), which include the following features: BitLocker, Credential Guard, User Account Control, Windows Defender, SmartScreen, and Dynamic Lock.
- Optionally, might create separate GPOs and security groups that can accommodate hardware and security requirements.

## SECURITY ENABLEMENT

Windows 10 includes many advanced security features to help provide additional security for the device, applications and documents. The Security Enablement phase will assist the customer in implementing and configuring the advanced Security features of Windows 10.

## DEVICE GUARD

Device Guard is a combination of enterprise-related hardware and software security features that, when configured together, will lock a device down so that it can only run trusted applications that you define in your code integrity policies. With hardware that meets basic requirements, it also means that even if an attacker manages to get control of the Windows kernel, he or she will be much less likely to be able to run malicious executable code. With appropriate hardware, Device Guard can use the new virtualization-based security in Windows 10 (available in Enterprise and Education desktop SKUs and in all Server SKUs) to isolate the Code Integrity service from the Microsoft Windows kernel itself. In this case, the Code Integrity service runs alongside the kernel in a Windows hypervisor-protected container.

The Seller will work with the Customer to perform the following steps:

- Introduction to Device Guard: virtualization-based security and code integrity policies
- Requirements and deployment planning guidelines for Device Guard
- Planning and getting started on the Device Guard deployment process
- Deploy Device Guard: deploy up to two (2) sample code integrity policies up to twenty-five (25) computers
  - Optional: Create a code signing certificate for code integrity policies
  - Deploy code integrity policies: policy rules and file rules
  - Deploy catalog files to support code integrity policies
- Deploy Device Guard: enable virtualization-based security

## CREDENTIAL GUARD

Credential Guard uses virtualization-based security to isolate secrets so that only privileged system software can access them. Unauthorized access to these secrets can lead to credential theft attacks, such as Pass-the-Hash or Pass-The-Ticket. Credential Guard prevents these attacks by protecting NTLM password hashes and Kerberos Ticket Granting Tickets.

Credential Guard offers the following features and solutions:

- **Hardware security**Credential Guard increases the security of derived domain credentials by taking advantage of platform security features including, Secure Boot and virtualization.
- **Virtualization-based security**Windows services that manage derived domain credentials and other secrets run in a protected environment that is isolated from the running operating system.
- **Better protection against advanced persistent threats**Securing derived domain credentials using the virtualization-based security blocks the credential theft attack techniques and tools used in many targeted attacks. Malware running in the operating system with administrative privileges cannot extract secrets that are protected by virtualization-based security. While Credential Guard is a powerful mitigation, persistent threat attacks will likely shift to new attack techniques and you should also incorporate Device Guard and other security strategies and architectures.
- **Manageability**You can manage Credential Guard by using Group Policy, WMI, from a command prompt, and Windows PowerShell.

The Seller will work with the Customer to perform the following steps:

- Introduction to Credential Guard
- Requirements and deployment planning guidelines for Credential Guard
- Configuring Group Policy to Manage Credential Guard
- Enable Credential Guard on up to ten (10) Windows devices
  - Optional: Enable Credential Guard to deployment image
  - Deploy machine certificates
  - Deploy authentication policy

## WINDOWS INFORMATION PROTECTION

Windows Information Protection (WIP), previously known as enterprise data protection (EDP), helps to protect against this potential data leakage without otherwise interfering with the employee experience. WIP also helps to protect enterprise apps and data against accidental data leak on enterprise-owned devices and personal devices that employees bring to work without requiring changes to your environment or other apps.

WIP provides:

- Obvious separation between personal and corporate data, without requiring employees to switch environments or apps.
- Additional data protection for existing line-of-business apps without a need to update the apps.
- Ability to wipe corporate data from devices while leaving personal data alone.
- Use of audit reports for tracking issues and remedial actions.
- Integration with your existing management system (Microsoft Intune, Microsoft Endpoint Configuration Manager, or your current mobile device management (MDM) system) to configure, deploy, and manage WIP for your company.

The Seller will work with the Customer to perform the following steps:

- Introduction to Windows Information Protection (WIP)
- Requirements and deployment planning for WIP
- Create a Windows Information Protection (WIP) policy using Microsoft Intune, Microsoft Endpoint Configuration Manager or third-party MDM
- Create and verify an Encrypting File System Data Recovery Agent certificate
- Deploy policy up to twenty-five (25) computers and validate the policy is deployed and functioning

## **PILOT**

In the Pilot phase of the Windows 10 deployment, up to one hundred (100) computers will be upgraded to Windows 10 using the image or provisioning package from the deployment process created in the previous phases. The Pilot deployment will be reviewed and refined to validate the process.

This will also include the following components to support the image deployment and computer migrations:

- Up to two Operating System images will be used from the Image Engineering phase
- Creation of up to four new task sequences based on the outcome of the use case analysis
  - Addition of previously packaged applications
  - Integration of USMT in task sequence
- Operating System Image deployment to up to one hundred (100) workstations using Light-Touch or Zero Touch Deployment with Configmgr in one main location, and one branch office location
- Deploy Microsoft Office 365 Pro Plus within the image or using Microsoft Endpoint Configuration Manager

The deployment of Windows 10 may take place on existing or new computers; in-place upgrade will be leveraged if feasible however it will depend on the results of the upgrade readiness analysis. The user's active profile on the current device will be migrated to the new computer during a refresh, or side-by-side scenario. Seller will develop a deployment and migration strategy together with customer and execute upon it utilizing a local Configuration Manager server or distribution point.

## **PRODUCTION DEPLOYMENT**

The Production Deployment of Windows 10 will use the images, tasks, processes and tools configured in previous phases. Some adjustments may be required after the Pilot implementation to accommodate additional use case scenarios, device types

and additional locations. There may be the need to create additional images and provisioning packages to accommodate these customizations.

As part of the Production Deployment of Windows 10 the seller will complete the following activities:

- Work with Customer to identify users, locations and device types to target
- Work with Customer to determine deployment plan based on location and department
- Create up to two (2) additional images of Windows 10
- Create up to two (2) additional provisioning packages
- Populate Driver Repository of MDT/Configmgr to accommodate up to an additional five (5) device types
- Create up to two (2) additional task sequences
- Distribute Image, Task Sequences and drivers to existing Microsoft Endpoint Configuration Manager Distribution Points
- Validate image deployment process and customer acceptance of environment
- Deploy customized image and/or provisioning package on up to two hundred (200) computers
- Provide second level support to customer's primary level support staff

## **PROJECT CLOSURE**

To record the results of the project and provide the basis for further actions by Customer, Seller will provide a Next Steps document as outlined below.

At the project's conclusion, a closure meeting will be held with Customer and Seller (Delivery and Presales resources) to verify that all business and technical requirements have been satisfied. If, during the engagement, next steps or recommendations have been discovered by Seller those options will be presented to Customer for future action.

## **PROJECT ASSUMPTIONS**

1. The test lab environment should accurately represent your production environment. The test environment can consist of virtual server guest machines. Lack of a test environment may increase the risk of the implementation. Seller and Customer must discuss the risks encountered without a test environment.
2. The mutually agreed upon list of applications will be remediated on a 'Best Effort' basis, depending on complexity, and as time permits. Further, any follow-on remediation activities related to such applications will require a separate Statement of Work between both parties.
3. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft, and has no objections in relation thereto.

## **CUSTOMER RESPONSIBILITIES**

1. Customer will provide software and hardware resources as needed.
2. Customer provides media for any customer apps to be included within the image. Applications must be compatible with Windows 10
3. Lab environment available for image creation
4. Management tool such as Microsoft Intune, Microsoft Endpoint Configuration Manager or a supported third party MDM tool to deploy and manage Windows Information Protection
5. All applications used during the engagement are packaged correctly.
6. Provide an Azure Subscription for use with Windows Upgrade Readiness
7. All application source packages are compatible with the operating system architecture (32 or 64 bit)
8. Customer may utilize Lite Touch and Zero Touch deployment options in the Assessment
9. If an Offline or Media based scenario is to be developed, then Customer must provide media devices (USB memory sticks, writable DVDs, USB based storage disks etc.)



10. 75 percent (or more) of the deployed systems will be installed and configured with either CB or CBB. Less than 25 percent of the deployed systems will be installed and configured with LTSB.
11. If servicing rings are controlled by group membership and group policy, the Customer will be responsible for adding Windows 10 devices into each servicing ring.
12. Windows 10 devices will be domain-joined and located in separate organizational units in the Customer's Microsoft Active Directory Domain Services environment.

## OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Seller will not be conducting formal training. However, knowledge transfer is integral to our approach throughout execution of our methodology.
2. Application packaging is not included within the scope of the services estimated in this proposal.
3. The remediation of any application issues identified during the testing is the responsibility of Customer.
4. Infrastructure remediation, including but not limited to Active Directory, current Configuration Manager environments, network and infrastructure services such as DNS and/or DHCP
5. Assessment or remediation of Office documents, plug-ins or add-ons
6. Non-Microsoft products. We will not provide subject matter expert support or consultant support for non-Microsoft products.
7. Support of customized hardware or non-standard configurations
8. Application or data migration activities
9. Installing any physical hardware
10. Review of operational processes
11. Industry regulatory compliance guidance or requirements
12. Backups of the work done in the lab. You will be responsible for making sure the systems are adequately protected and backed up regularly.
13. Integration with any custom deployment databases or tools
14. Integration of deployed desktop to servers components including Microsoft SharePoint
15. Persona and scenario analysis targeted at the whole organization, i.e. beyond the scope of this Assessment and taking into account requirements and functionality beyond those mentioned in the Software Products/Technologies section.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Windows Design Document	Results from Architectural Design Session with design decisions and deployment roadmap.	Adobe Acrobat (PDF)
Hardware and Software Readiness Report	Detailed report on Hardware and Software Inventory, with readiness information and recommendations	Adobe Acrobat (PDF)
Next Steps/Recommendation follow-up preSOW	pre Statement of Work for the recommended next steps.	Adobe Acrobat (PDF)

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

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Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$67,585.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 310 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$220.00	269	\$59,180.00
Project Manager – Per Hour	\$205.00	41	\$8,405.00
<b>Estimated Totals</b>		<b>310</b>	<b>\$67,585.00</b>

## EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By: Chris

By: \_\_\_\_\_

Name: CHRIS SCHROEDER

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

Title: SUPERVISOR, SERVICE CONTRACTS

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

Date: 7/21/2020

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

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form only by:

Elizabeth Stanley  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Clallam County	223 East 4th St., Port Angeles, WA 98362



## STATEMENT OF WORK

<b>Project Name:</b>	CCS - Clallam County Web Designer & Content Management	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 26, 2020	<b>Solution Architect:</b>
<b>Drafted by:</b>		Tracy David

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Clallam County (“**Customer,**” and “**Client,**”).

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

### Project Scope

Clallam County is seeking assistance from an experienced consultancy to assist with the evaluation and selection of a web designer and content management solution.

The CCS team has done its best to capture Clallam County preliminary needs and has listed them above. If Clallam County has additional expectations for this engagement, it is important to have those documented, and included in the proposal to ensure, the estimated budget, and outputs delivered as part of this engagement are in alignment with Clallam County’s expectations.

### POTENTIAL CCS CONSULTING ROLES

#### Engagement Manager (EGM)

This role is responsible for establishing strategic direction and developing a strategy for initiatives, financial considerations, governance and assessment of all engagements within the program to



ensure creative and technical success. The engagement manager provides oversight and guidance to the entire engagement team.

### **Business Analyst (BA)**

The BA is responsible for collection and interpretation of the data generated by the assessment and mapping tools. The BA will model the data appropriately and prepare the visual mapping documentation as required for this engagement.

## **CDW CCS APPROACH**

The remainder of the proposal will outline the tasks and associated level of effort the CCS team will perform during the engagement. This proposal also sets the mutual understanding that adjustments to scope and pricing are possible results of the initial discovery and validation efforts.

### **ENGAGEMENT KICKOFF MEETING**

To ensure that there is a clear understanding of the overall engagement approach, the key milestones, and timeline for meeting Clallam County's objectives, before commencing work on this engagement, the CCS team will meet with representatives from Clallam County to discuss and agree on a planned approach. The following is a sample listing of the matters that are typically covered during this meeting:

- Introduce key Clallam County representatives and the CCS team members.
- Discuss roles and responsibilities of key team members.
- Review initial document requests and obtain relevant documentation available.
- Discuss any known or anticipated issues and concerns.
- Agree on scope of procedures to be conducted.
- Agree on engagement team's communication plan and reporting format(s).

Following this initial meeting, CDW's engagement manager will finalize an engagement plan for approval by Clallam County. All work performed will be at the direction of Clallam County, on behalf of Clallam County, and we will undertake only those tasks approved by Clallam County.

### **PHASE ONE – REQUIREMENTS ELICITATION**

In collaboration with Clallam County, CCS will determine and document web designer and content management solution requirements for future state.

#### Web Designer and Content Management

- General Functional Requirements
- Content Management Requirements
- System and Software Requirements
- Integration and Customization
- Security

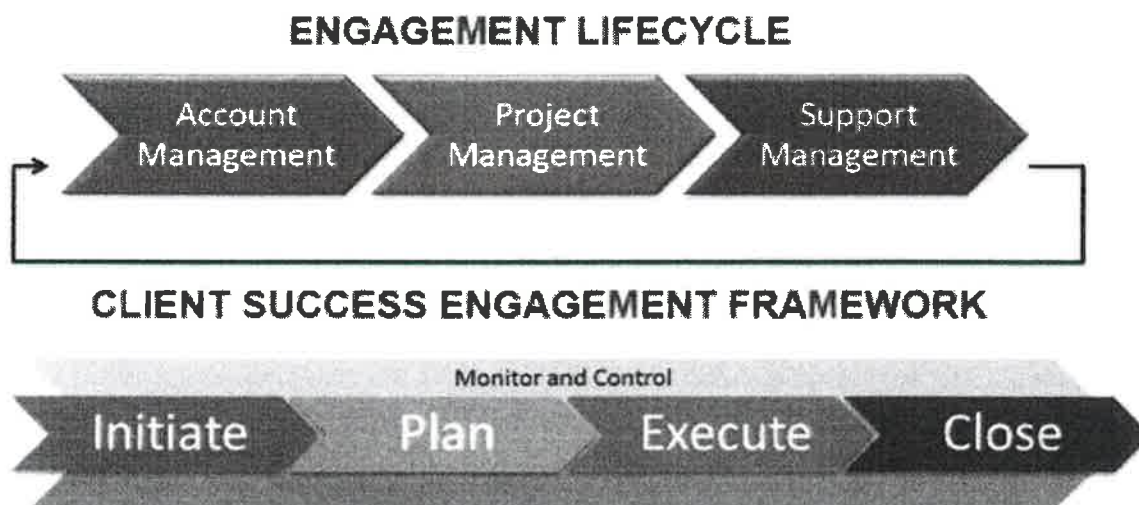
### **PHASE TWO – RFP DEVELOPMENT AND COMPARATIVE ANALYSIS**

Utilizing the requirements identified in the first phase, the CCS team shall develop an RFP and subsequently execute a comparative analysis of well-established tools in the market that may satisfy the requirements. Evaluation shall be based upon

- Accuracy to RFP response criteria
- Solution completeness
- Budgetary considerations
- Integration with current environment

### **ENGAGEMENT PLANNING & MANAGEMENT METHODOLOGY**

The CDW Engagement Methodology is a critical aspect of any consulting engagement and ensures both the success of the engagement, and most importantly, the overall success of Clallam County's initiative. Clallam County's participation is mandatory and essential to proper execution while being minimally invasive on Clallam County's environment. The methodology consists of an engagement approach, schedule of participation, specific planning, and management tasks.



These tasks will ensure that the engagement completion meets all requirements outlined in this proposal, and includes the following activities:

- Internal engagement planning.
  - Clearly define engagement scope, requirements, objectives, and approach.
  - Develop communication and escalation plan(s).
  - Identify engagement resources, roles, responsibilities, and availability.
  - Confirm site readiness and documentation.
- External engagement meeting.
  - Introduce key participants, stakeholders and engagement teams.
  - Solution requirements and logistics review.
  - Review and approve engagement plan.
- Engagement management.
  - Task, resource scheduling, and assignment.
  - Administration, financial and team management.
  - Escalation and communication management.
  - Change control and management.
  - Status meetings and reporting.
  - Engagement closeout and next steps.

### **CLALLAM COUNTY RESPONSIBILITIES**

Clallam County is responsible for providing the CCS team the following items to complete the scope in this engagement:

1. Together with CDW, schedule the performance of the services.
2. Communicate all material engagement matters to the CCS team's engagement manager.
3. Provide other full-time qualified, knowledgeable personnel who will perform Clallam County's obligations under this SOW, make timely decisions necessary to move performance of the services forward, participate in this engagement to the extent reasonably requested by the CCS team and reasonably assist CDW'S CCS team with its performance of the services.
4. Clallam County personnel will be available on a timely basis, and when reasonably requested by the CCS team, Clallam County personnel will provide input, review the services being performed, and the items provided by the CCS team, answer questions, provide signoff, and allow the CCS team to gather and validate information, perform reviews and obtain other input.
5. When services are performed at Clallam County's location, Clallam County will provide adequate, co-located workspace for the engagement personnel (both the CCS team's personnel and Clallam County's personnel) with appropriate system access. The CCS team recommends keeping these personnel separate from support teams and those performing daily operations.
6. Granting or facilitating authorized the CCS team engagement delivery personnel the timely access to all related Clallam County's equipment, systems, device and system consoles,

(restricted access or otherwise secured location) that the CCS team would require executing the deliverables set forth in this SOW.

7. Provide current IT business, financial, IT process, infrastructure, and systems documentation, including any relevant drawings, diagrams, layouts and schematics to Clallam County's environment either included or affected by the deliverables set forth in this proposal, and as requested by the CCS team.
8. Inventory of all physical and virtual IT infrastructure to include network, security, storage and compute, or as otherwise required by the CCS team to satisfy the terms or obligations of the services included in the engagement.
9. Clallam County will provide the regulatory and compliance requirements that the desired recovery state solution must adhere to.
10. Clallam County is required to verify data/application integrity prior to any review of data.

### **ENGAGEMENT ASSUMPTIONS**

In addition to any other assumptions described in this SOW, the CCS team assumes the following:

1. The scope and objectives of this engagement will be jointly managed by Clallam County and the CCS team to better ensure completion of the engagement within the anticipated schedule.
2. Clallam County will provide either an engagement manager or other consistent and knowledgeable resource familiar with Clallam County's environment, processes, and procedures to facilitate the timely execution of the scope the CCS team is expected to complete as part of this proposal.
3. Clallam County and the CCS team will follow the CCS team's engagement management methodology. For this engagement, the CCS team's engagement management methodology may be attached to this proposal, but if it is not, it is simply as follows: Clallam County will work with the CCS team so that together we can define roles and responsibilities, develop engagement, test plans, identify risks, maintain change management procedures, and ensure management of open issues.
4. If you require the CCS team to perform additional tasks that fall outside of this proposal, additional charges may be incurred and will require Clallam County's sign-off before additional tasks can be completed.
5. Clallam County has performed full, working and complete back up of all data involved within the scope of this engagement.
6. Existing network, storage and security systems are in good working order.
7. All discovery services are best effort and are dependent on the availability of required resources.
8. Clallam County has knowledge about current environment including, networking infrastructure, IT security systems, storage area network, compute, virtualization, and supporting infrastructure services.
9. Clallam County has knowledge about all current applications in the environment including, but not limited to, operating systems, email, database platforms, ERP, CRM, and any other industry specific or custom-built applications.
10. Clallam County resources committed to the engagement will be made available throughout the engagement.
11. Engagement management tasks may be performed remotely.

12. the CCS team will not be liable for any loss, corruption, or any other damage to data or software involved in this engagement.
13. Clallam County will provide remote access to systems. If no remote access system is in place, the CCS team will use a remote access solution of their choice to remotely control and assess the current environment.
14. Costs for 3<sup>rd</sup> party assistance cannot be determined as part of this proposal and will be scoped as needed by the identified contractor and work directly with Clallam County. CDW' CCS team will manage any contract resource as part of the team.
15. the CCS team will not be liable or responsible for costs or damages that result from the execution of any recommendation or change not performed by CDW' CCS team or a third-party engaged by the CCS team to perform a change.

### **OUT OF SCOPE**

1. Any business or financial analysis not directly related to the services included in this proposal.
2. Implementation of web design and content management solutions.

Services not specified in this SOW are out of scope and will be addressed with a separate SOW or Change Order.

### **DATA ANALYSIS & REPORTING CONTENT MANAGEMENT**

The CCS team will determine the comprehensiveness and corresponding level of detail required for this engagement and subsequent report at its sole discretion subject to the requirements mutually agreed upon and expressly stated in this scope of work. This determination is based on the CCS team's expertise, internal data modeling and industry standards, which dictate the material nature of the information, gathered as it relates to the reasonable and commonly accepted consulting practices by which data synthesis and conclusions may be derived with delineation for final summary reports. Unless otherwise stated, all analysis and reporting will be provided at a high-level only to the extent it satisfies the negotiated requirements of the scope. Any requests for supplementary analysis and data after the engagement commences, not included in subsequent design and architecture phases, may significantly increase the scope of the engagement and resultant cost on a time and material basis or via a change order for fixed fee engagements.

### **ITEMS PROVIDED TO Clallam County**

Table 1 – Item(s) Provided to Clallam County

Item	Description
Solution Requirements Report	Solution requirements matrix
RFP	Solution requirements, evaluation criteria

## **Clallam County RESOURCE REQUIREMENTS**

Table 2 – Clallam County Engagement Resource Requirements based on allotted project hours

Role	Description	Participation
Executive sponsor	Executive sponsors of the initiative	5%
IT management	IT management responsible for engagement ownership	5%
Business process owners	IT and/or business owners of required operations associated with the engagement	60%
Technical expertise	Infrastructure, application, compute, database, telecommunications process expertise associated with the engagement	20%
Engagement management	Engagement management responsible for the engagement	10%

## **CONTACT PERSONS**

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## **CHANGE MANAGEMENT**

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.



## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$37,025.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 163 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Engagement Manager – Per Hour	\$250.00	14	\$3,500.00
Business Analyst – Per Hour	\$225.00	149	\$33,525.00
<b>Estimated Totals</b>		<b>163</b>	<b>\$37,025.00</b>

## **EXPENSES**

When Seller's personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## **TRAVEL NOTICE**

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer's request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

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### CDW Government LLC

### Clallam County

By:

  
\_\_\_\_\_

By:

\_\_\_\_\_

Name:

Chris Schroeder

Name:

\_\_\_\_\_

Title:

Supervisor, Service Contracts

Title:

\_\_\_\_\_

Date:

7/22/2020

Date:

\_\_\_\_\_

Mailing Address:

200 N. Milwaukee Ave.


Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form only by:

  
\_\_\_\_\_  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County



## STATEMENT OF WORK

<b>Project Name:</b>	CCS - Permit Planning Project	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 27, 2020	<b>Solution Architect:</b> Tracy David
<b>Drafted by:</b>		

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### Project Scope

Clallam County is seeking assistance from an experienced consultancy to assist with the evaluation and selection of a permit planning solution.

The CCS team has done its best to capture Clallam County preliminary needs and has listed them above. If Clallam County has additional expectations for this engagement, it is important to have those documented, and included in the proposal to ensure, the estimated budget, and outputs delivered as part of this engagement are in alignment with Clallam County’s expectations.

### POTENTIAL CCS CONSULTING ROLES

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The remainder of the proposal will outline the tasks and associated level of effort the CCS team will perform during the engagement. This proposal also sets the mutual understanding that adjustments to scope and pricing are possible results of the initial discovery and validation efforts.

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### **PHASE ONE – REQUIREMENTS ELICITATION**

In collaboration with Clallam County, CCS will determine and document permit planning solution requirements for future state.

#### Permit Planning

- General Functional Requirements
- Operational Process Management



- Site Plan Review / Plan Routing
- Property Maintenance
- Field Application
- Reporting
- General Public Access
- Building Inspections
- System and Software Requirements
- Integration and Customization
- Security

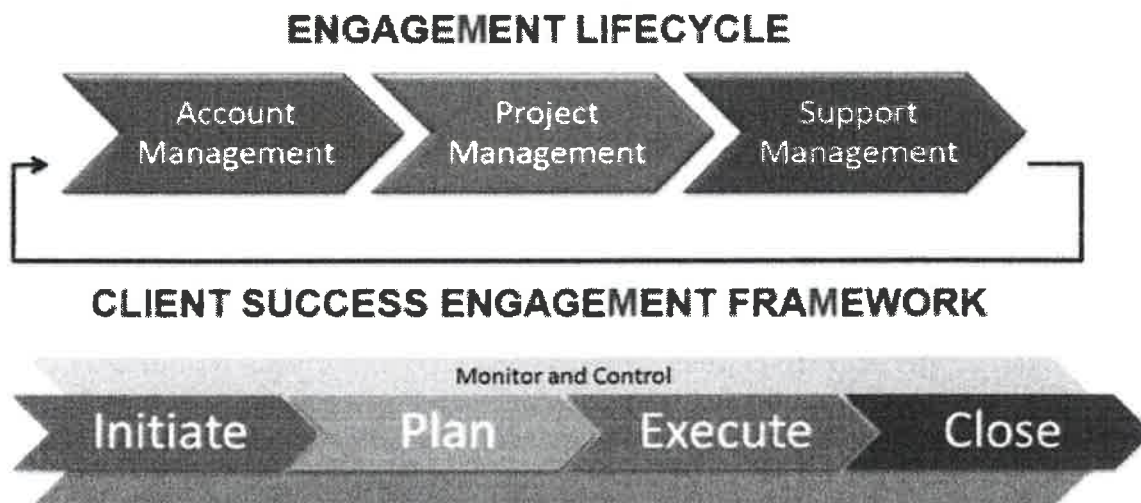
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### **CLALLAM COUNTY RESPONSIBILITIES**

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1. Together with CDW, schedule the performance of the services.
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7. Provide current IT business, financial, IT process, infrastructure, and systems documentation, including any relevant drawings, diagrams, layouts and schematics to Clallam County's environment either included or affected by the deliverables set forth in this proposal, and as requested by the CCS team.
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10. Clallam County is required to verify data/application integrity prior to any review of data.

### **ENGAGEMENT ASSUMPTIONS**

In addition to any other assumptions described in this SOW, the CCS team assumes the following:

1. The scope and objectives of this engagement will be jointly managed by Clallam County and the CCS team to better ensure completion of the engagement within the anticipated schedule.
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5. Clallam County has performed full, working and complete back up of all data involved within the scope of this engagement.
6. Existing network, storage and security systems are in good working order.
7. All discovery services are best effort and are dependent on the availability of required resources.
8. Clallam County has knowledge about current environment including, networking infrastructure, IT security systems, storage area network, compute, virtualization, and supporting infrastructure services.
9. Clallam County has knowledge about all current applications in the environment including, but not limited to, operating systems, email, database platforms, ERP, CRM, and any other industry specific or custom-built applications.
10. Clallam County resources committed to the engagement will be made available throughout the engagement.
11. Engagement management tasks may be performed remotely.
12. the CCS team will not be liable for any loss, corruption, or any other damage to data or software involved in this engagement.

13. Clallam County will provide remote access to systems. If no remote access system is in place, the CCS team will use a remote access solution of their choice to remotely control and assess the current environment.
14. Costs for 3<sup>rd</sup> party assistance cannot be determined as part of this proposal and will be scoped as needed by the identified contractor and work directly with Clallam County. CDW' CCS team will manage any contract resource as part of the team.
15. the CCS team will not be liable or responsible for costs or damages that result from the execution of any recommendation or change not performed by CDW' CCS team or a third-party engaged by the CCS team to perform a change.

### **OUT OF SCOPE**

1. Any business or financial analysis not directly related to the services included in this proposal.
2. Implementation of permit planning solution

Services not specified in this SOW are out of scope and will be addressed with a separate SOW or Change Order.

### **DATA ANALYSIS & REPORTING CONTENT MANAGEMENT**

the CCS team will determine the comprehensiveness and corresponding level of detail required for this engagement and subsequent report at its sole discretion subject to the requirements mutually agreed upon and expressly stated in this scope of work. This determination is based on the CCS team's expertise, internal data modeling and industry standards, which dictate the material nature of the information, gathered as it relates to the reasonable and commonly accepted consulting practices by which data synthesis and conclusions may be derived with delineation for final summary reports. Unless otherwise stated, all analysis and reporting will be provided at a high-level only to the extent it satisfies the negotiated requirements of the scope. Any requests for supplementary analysis and data after the engagement commences, not included in subsequent design and architecture phases, may significantly increase the scope of the engagement and resultant cost on a time and material basis or via a change order for fixed fee engagements.

### **ITEMS PROVIDED TO Clallam County**

Table 1 – Item(s) Provided to Clallam County

Item	Description
Solution Requirements Report	Solution requirements matrix
RFP	Solution requirements, evaluation criteria

## **Clallam County RESOURCE REQUIREMENTS**

Table 2 – Clallam County Engagement Resource Requirements based on allotted project hours

Role	Description	Participation
Executive sponsor	Executive sponsors of the initiative	5%
IT management	IT management responsible for engagement ownership	5%
Business process owners	IT and/or business owners of required operations associated with the engagement	60%
Technical expertise	Infrastructure, application, compute, database, telecommunications process expertise associated with the engagement	20%
Engagement management	Engagement management responsible for the engagement	10%

## **CONTACT PERSONS**

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## **CHANGE MANAGEMENT**

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$37,025.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 163 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Engagement Manager – Per Hour	\$250.00	14	\$3,500.00
Business Analyst – Per Hour	\$225.00	149	\$33,525.00
<b>Estimated Totals</b>		<b>163</b>	<b>\$37,025.00</b>



## **EXPENSES**

When Seller's personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## **TRAVEL NOTICE**

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer's request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

### CDW Government LLC

### Clallam County

By:



By:

\_\_\_\_\_

Name:

CHRIS SCHROEDER

Name:

\_\_\_\_\_

Title:

SUPERVISOR, SERVICE CONTRACTS

Title:

\_\_\_\_\_

Date:

7/21/2020

Date:

\_\_\_\_\_

Mailing Address:

200 N. Milwaukee Ave.

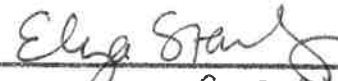
Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form only by:



Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County



## STATEMENT OF WORK

<b>Project Name:</b>	CCS - Clallam County Engagement Manager	<b>Seller Representative:</b> Sean McLellan +1 (206) 218-3956 seanmcl@cdw.com
<b>Customer Name:</b>	Clallam County	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	June 25, 2020	<b>Solution Architect:</b> Tracy David
<b>Drafted by:</b>		

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,"), and Clallam County ("Customer," and "Client,").

This SOW shall be governed by Seller's "SOW Services," accessed via the "Terms & Conditions" link at [www.cdwg.com](http://www.cdwg.com) (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

### PROJECT SCOPE

This SOW may be utilized to assist the Clallam County with IT consulting services to support the IT Strategic Improvement initiative.

### CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Prior to the start of the Services, Customer will designate a person to serve as the Customer contact(s) who will be the focal point for Seller communications and will have the authority to act on behalf of Customer in all matters.
2. Provide access to the designated location(s).

### PROJECT ASSUMPTIONS

1. Seller will maintain project communications through the Customer contact.
2. All non-disruptive activities may be performed by Seller during regular business hours.
3. To avoid consultant burn-out, Services Support is provided during Standard Business Hours (Meaning 8AM-5PM, local time, Monday thru Friday, excluding Holidays).
4. Additional hours requested beyond the first 104 may be added through an executed Change Order. Two week notice is required in order to maintain schedules.

## OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Seller is only responsible for providing a skilled resource available for Customer use on Customer projects.
2. There will be no contractually defined and identified Materials.
3. Configuration and troubleshooting of equipment not directly owned or leased by Customer or managed by a third party other than Seller.
4. Services Support Hours performed outside of Standard Business Hours.

## TERMINATION

Client may terminate this SOW by giving CDW written notice. Upon termination, Customer agrees to pay all fees for Services performed and all pre-approved expenses up to the date the SOW is terminated.

## NON-SOLICITATION

The Parties agree that during the term of this Agreement (Staff Augmentation) and for a period of one (1) year thereafter, neither Party shall knowingly solicit for employment the other Party's Personnel directly involved in the performance of Services hereunder. The foregoing will not prevent solicitations if: (i) such Personnel leave the employment of the Party or its affiliates; (ii) such Personnel initiate discussions with the Party concerning possible employment; or (iii) the other Party provides written consent for the Party to solicit and hire the specific Personnel. The phrase "solicit for employment" shall not be deemed to include general solicitations of employment (including public advertisements, recruiting firm contacts, or other non-individualized media).

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

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## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$26,000.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 104 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

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Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Engagement Manager – Per Hour	\$250.00	104	\$26,000.00
<b>Estimated Totals</b>		<b>104</b>	<b>\$26,000.00</b>

## **EXPENSES**

When Seller's personnel are located more than 50 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

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## **TRAVEL NOTICE**

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## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").



## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By:

Ch LH

By:

\_\_\_\_\_

Name:

CURIS SCHROEDER

Name:

\_\_\_\_\_

Title:

SUPERVISOR, SERVICE CONTRACTS

Title:

\_\_\_\_\_

Date:

7/21/2020

Date:

\_\_\_\_\_

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form only by:

Elysa Stanley  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County



## STATEMENT OF WORK

<b>Project Name:</b>	CCS - Staff Augmentation	<b>Seller Representative:</b>
<b>Customer Name:</b>	Clallam County	Sean McLellan
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (206) 218-3956 seanmcl@cdw.com
<b>SOW Created Date:</b>	June 27, 2020	<b>Solution Architect:</b> Tracy David
<b>Drafted by:</b>		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Clallam County (“**Customer,**” and “**Client,**”).

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

### PROJECT SCOPE

This SOW may be utilized to assist the Clallam County with IT services to support the IT Strategic Improvement initiative. This SOW may not exceed \$30,000 without a new SOW or Change Order.

### CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

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2. Provide access to the designated location(s).

### PROJECT ASSUMPTIONS

1. Seller will maintain project communications through the Customer contact.
2. All non-disruptive activities may be performed by Seller during regular business hours.
3. To avoid consultant burn-out, Services Support is provided during Standard Business Hours (Meaning 8AM-5PM, local time, Monday thru Friday, excluding Holidays).
4. Additional hours requested beyond the first 100 may be added through an executed Change Order. Two week notice is required in order to maintain schedules.

## OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Seller is only responsible for providing a skilled resource available for Customer use on Customer projects.
2. There will be no contractually defined and identified Materials.
3. Configuration and troubleshooting of equipment not directly owned or leased by Customer or managed by a third party other than Seller.
4. Services Support Hours performed outside of Standard Business Hours.

## TERMINATION

Client may terminate this SOW by giving CDW written notice. Upon termination, Customer agrees to pay all fees for Services performed and all pre-approved expenses up to the date the SOW is terminated.

## NON-SOLICITATION

The Parties agree that during the term of this Agreement (Staff Augmentation) and for a period of one (1) year thereafter, neither Party shall knowingly solicit for employment the other Party's Personnel directly involved in the performance of Services hereunder. The foregoing will not prevent solicitations if: (i) such Personnel leave the employment of the Party or its affiliates; (ii) such Personnel initiate discussions with the Party concerning possible employment; or (iii) the other Party provides written consent for the Party to solicit and hire the specific Personnel. The phrase "solicit for employment" shall not be deemed to include general solicitations of employment (including public advertisements, recruiting firm contacts, or other non-individualized media).

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## CONTACT PERSONS

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## CHANGE MANAGEMENT

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## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

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## SERVICES FEES

The Total Estimated Consultant Fees will vary based on actual hours worked for the duration of this SOW and cannot exceed \$30,000.00. This does not represent a *fixed fee*. This agreement is valid for a six (6) month period and cannot exceed \$30,000.00 in a calendar year.

Table – Services Fees

Consultant	Hourly Rate
Active Director Senior Engineer	\$215.00
Business Analyst	\$225.00
Cisco Firewall Senior Engineer	\$220.00
Cisco ISE Senior Engineer	\$220.00
Data Migration Engineer	\$215.00
Network Senior Engineer	\$215.00
Nutanix Senior Engineer	\$225.00
O365 Senior Engineer	\$225.00
VDI Senior Engineer	\$230.00
vSphere Senior Engineer	\$225.00
Windows 10 Senior Engineer	\$220.00
Wireless Network Senior Engineer	\$215.00

## EXPENSES

When Seller’s personnel are located more than 50 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated

Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

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## **TRAVEL NOTICE**

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## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Clallam County**

By: Chris

By: \_\_\_\_\_

Name: CHRIS SCHROEDER

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

Title: SUPERVISOR, SERVICE CONTRACTS

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

Date: 7/21/2020

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

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form only by:

Elizabeth Stanley  
Elizabeth Stanley for D. Alvarez  
Civil Deputy Prosecuting Attorney  
Clallam County

# **Terms and Conditions of SOW Services**

## **No Products/Third Party Services**

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

THE TERMS AND CONDITIONS OF SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

### **Important Information About These Terms and Conditions**

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions, which are firm as of the SOW Effective Date, through the Term of the applicable SOW,



by making engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein).

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Any purchase order from Customer is for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

## **Governing Law**

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

## **Services**

Customers may order services (collectively, "Services") from or through Seller from time to time.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

## **Cooperation**

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

## **Access**

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. Customer will provide in writing and in advance of the executed SOW, , all applicable Customer safety and security rules and procedures. Customer is responsible for security at any location Seller is performing Services on behalf of Customer; When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct. Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.

## **Payment**

Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work. Invoices are due and payable net 30 days from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing

fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

## **Export Sales**

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

## **Warranties**

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY,

AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

## **General Indemnification**



Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party and its officers, directors and employees ("Indemnified Party") for any damages, judgments, costs and expenses (including attorney's fees) or losses to the Indemnified Party arising from Claim during the performance of this Agreement. "Claims" are defined as (i) claims brought by an unaffiliated third party for death or personal physical injury, or (ii) damage to tangible [real] or personal property suffered or incurred by the Indemnified Party, to the extent (i) and (ii) are proximately caused by the gross negligence or willful misconduct of the Indemnifying Party. Notwithstanding the foregoing, Seller will not be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly caused, directly or indirectly, by the Products, or arising out of loss or damage to software or the data processed by such software or hardware, or any loss of use of products. Claims do not include any damages, judgments, costs, expenses or losses caused, directly or indirectly, by products or otherwise excluded in this Agreement.

The obligation of the Indemnifying Party to indemnify, defend and hold the Indemnified Party harmless is contingent upon the Indemnified Party providing the Indemnifying Party with (i) prompt written notice of and description of each Claim; [provided, however, that the Indemnified Party's failure to provide prompt notice will relieve the Indemnifying Party of its obligations only if and to the extent that the Indemnifying Party is materially prejudiced by such delay], (ii) sole authority to defend or settle any such Claim; and (iii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party.

## **IP Indemnification**

Seller shall indemnify, defend and hold Customer and its affiliates and their respective directors, officers, employees and agents harmless from all damages, judgments, settlements, losses and expense (including reasonably attorneys' fees) arising out of or resulting from any third party claim, and part of a final judgment, brought against Customer alleging that any, Service infringes any presently existing United States patent, copyright or trade secret of any third party. Seller will pay reasonable attorneys' fees and expenses on behalf of Customer, PROVIDED THAT Customer shall (i) notify Seller promptly in writing of any such claim; (ii) permit Seller to have sole control of the defense, compromise or settlement of such claim, including any appeals, provided that it is diligently pursuing such claim; (iii) not make any settlement offers without the prior written consent of Seller,

which shall not be unreasonably withheld; (iv) co-operate with Seller, as reasonably requested by Seller, in the defense or settlement of such claim; and (v) the claim does not arise as a result of any breach by Customer of a term of any applicable license.

Seller shall have no obligation to indemnify Customer for any intellectual property right infringement claim to the extent that it is based on (i) the use or combination of the Services with software, hardware or other materials not owned, developed, recommended or approved (in a signed change order or SOW) provided by Seller; (ii) the use of the Services in a manner other than that for which it was designed or contemplated as evidenced by Seller's documentation; (iii) any unauthorized modification of the Services by Customer or any other party seeking indemnification; (iv) any compliance with designs, plans, instructions, directions, or specifications provided by Customer; (v) Customer's distribution, marketing or use for the benefit of third parties of the Services; or (vi) Customer's failure to use corrections or enhancements made available by Seller to Customer at no additional cost and such failure would have prevented such infringement. If any Service, is, or in Seller's reasonable opinion, or if is likely to be, held to be infringing, Seller will at its expense and option and as Customer's sole and exclusive remedy, promptly either (a) procure the right for Customer to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to Customer the fees paid for such Services, based on a five (5) year amortization.

## **Pricing Information; Availability Disclaimer**

All project scheduling is subject to the availability of Supplier personnel to perform the Services. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

## **Credits**

All project scheduling is subject to the availability of Supplier personnel to perform the Services. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

## **Limitation of Liability**



**UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. OTHER THAN CLAIMS ARISING SOLELY FROM FROM GROSS NEGLIGENCE, WILLFULL MISCONDUCT OR FRAUD, IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.**

## **Limited License**

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other

purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

## **Confidential Information**

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable. Confidential Information does not include Personal Data.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the

business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

## **Personal Data**

This section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "Process," "Processed," or "Processing") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("Personal Data"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the applicable SOW and applicable data privacy law, including, if applicable, the CCPA ("Privacy Laws"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("EEA") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Exhibit. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("Security Breach"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively,

“Reimbursed Party”) against any and all losses costs, or expenses of whatever kind, including professional fees and attorney’s fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer’s violation of any Privacy Laws in connection with this Agreement.

## **Termination**

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer’s payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Unless otherwise stated in a Statement of Work, either party may terminate performance of a Service or a Statement of Work without cause upon fourteen (14) days advance-written notice.

## **Provisions Related to Custom Imaging**

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will



be required to execute an Installation Indemnity Agreement, a form of which is provided at <http://www.cdw.com/forms/indemnity/app.asp>

## **Miscellaneous**

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.