STATEMENT OF WORK

Project Name:	Veeam Jumpstart Services	Seller Representative:
Customer Name:	CITY OF COSTA MESA	Richard Adams
CDW Affiliate:	CDW Government, LLC.	8055590563 richada@cdw.com
Date Requested:	September 27, 2019	Solution Architect: David Wimberly
Seller Services Manager:	Eric Rivard	
Version:	1	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the date this SOW is signed by both parties (the "**SOW Effective Date**") by and between the undersigned, CDW Government, LLC. ("**Provider**", "**Seller**" and "**we**") and CITY OF COSTA MESA ("**Customer**" and "**you**").

PROJECT DESCRIPTION

PROJECT SCOPE

VEEAM AVAILABILITY JUMPSTART

Seller will conduct a Veeam Availability Jumpstart engagement with Customer onsite. This engagement will include lecture-based overview and installation services and will take up to three (3) business days

VEEAM AVAILABILITY DESIGN SESSION AND TECHNICAL OVERVIEW

As part of this engagement, Seller will conduct a planning and design session to go over the Veeam solution and create a solution design. Some of this information may have been collected as part of the pre-sales design process and will be verified during this phase. Information covered during this design session will include:

- Veeam Availability Suite Overview
- Veeam Availability Design Variables
    - Network and storage requirements for appliances
    - Storage requirements for backup repositories
    - IP Addresses
    - DNS/SMTP Information
    - SQL database requirements
- Customer environment backup assessment (Veeam ONE or virtualization assessment tool)
    - Virtual machines to be backed up
    - Applications to be backed up as part of VM jobs (SQL, Exchange, or Active Directory only)
- Backup policy and job variables for project (jobs, policies, proxies, etc.)

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VEEAM BACKUP AND REPLICATION INSTALLATION AND CONFIGURATION

As part of this engagement, Seller will:

- Install and configure Veeam Backup and Replication for protection of up to one (1) VMware or Hyper-V datacenter
- Install and configure Backup Enterprise Manager
- Configure backup jobs of virtual machines based on customer requirements
- Perform test restore of two (2) non-production VMs
- Configure repository replication to up to one (1) additional location
- Storage Snapshot integration
- Physical Server backup configuration of up to two (2) physical servers
- Backup job verification using SureBackup

VEEAM ONE INSTALLATION AND CONFIGURATION

As part of this engagement, Seller will:

- Install and configure Veeam ONE
- Integrate Veeam ONE with Veeam Backup and Replication infrastructure to report on environment
- If vRealize Operations Manager and/or vRealize Log Insight are already deployed in Customer environment, Seller will install and configure applicable management and content packs for the vRealize suite applications.

VEEAM AVAILABILITY SUITE KNOWLEDGE TRANSFER

As part of this engagement, Seller will:

- Conduct a knowledge transfer session (up to 4 hours) with customer staff, covering overview of Veeam Availability Suite, Veeam features and concepts, and administration processes.

TARGET AUDIENCE

- System engineers and administrators new to Veeam
- Backup Administrators responsible for virtual environment protection

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
- Design session and technical overview
- Veeam Availability deployment
  - Veeam Backup and Replication
  - Veeam ONE
- Veeam Availability knowledge transfer session (up to 4 hours)

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RESPONSIBILITIES

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

1. Veeam Availability licensing. Actual feature use will be dependent up on the version purchased.
2. Virtual infrastructure for Veeam Availability to be deployed on.

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 either a local NTP server or will allow access to an external NTP time source
3. Project management and site readiness tasks will be performed remotely.

OUT OF SCOPE

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

1. Configuration of virtual infrastructure and/or hypervisor resources
2. Configuration of VMware vRealize Operations Manager or vRealize Log Insight
3. Configuration of cloud infrastructure

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

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Veeam Design Sheet	Project design and planning documentation	Word
Vendor procedural documentation	Vendor installation and administration guides	PDF

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 ("**Service Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**"). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

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Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be $18,645.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 – Services Fees

Project Milestones	Percentage	Fees
Completion of Work	100%	$18,645.00
Totals	100%	$18,645.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

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**").

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PROJECT-SPECIFIC TERMS

Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").

Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.

Both parties will treat all employee personally identifiable information as confidential per the Agreement. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.

Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.

This SOW can be terminated by either party with cause upon at least thirty (30) days' advance written notice.

This SOW can be terminated by the Customer without cause upon at least thirty (30) days' advance written notice.

THERE ARE NO DELIVERABLES PROVIDED BY SELLER UNDER THIS SOW.

SOME OR ALL OF THE SERVICES PROVIDED UNDER THIS SOW WILL BE PERFORMED BY SELLER'S SUBCONTRACTOR: NA

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SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

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.

The 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.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within thirty (30) days after receipt of the invoice.

EXPIRATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

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**").

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.

MISCELLANEOUS

This SOW shall be governed by that certain City of Mesa Agreement Number 2018011 Information Technology Solutions & Services between CDW Government LLC and City of ,Mesa Arizona, administered by National IPA, effective March 1, 2018 (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. 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. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

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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.

CDW Government, LLC.

By:
Signature _Susan Lusk_
Digitally signed by Susan Lusk
Name
Date: 2020.10.14 07:56:23 -05'00'

Date: _____

Mailing Address:
230 N. Milwaukee Avenue, Vernon Hills, IL. 60061

❑ The following PSM has given approval:
Eric Rivard

CITY OF COSTA MESA

By: _(signature)_
Signature

Name: _LORI ANN Farrell Harrison_

Date: _10/20/20_

Mailing Address:
Street: _____
City/ST/ZIP: _____

Billing Contact:
Street: _____
City/ST/ZIP: _____

❑ A purchase order for payment hereunder is attached.
❑ A purchase order is not required for payment hereunder.

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 1 – Customer-Designated Locations

Location(s)	Service(s)		
City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	☐ Assessment ☑ Configuration ☐ Design ☑ Implementation	☑ Knowledge Transfer ☑ Project Management ☐ Reconfiguration ☐ Reinstallation	☐ Staff Augmentation ☐ Support ☐ Training ☐ Custom Work

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