Statement of Work

VERSION 1.0

Server Migration Services Project

For

CITY OF GREENFIELD

Performed By

ZONES, LLC

1102 15th Street SW, Suite 102, Auburn, WA 98001-6509

ACCOUNT MANAGEMENT

Umar Farooq

Umar.farooq@zones.com

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STATEMENT OF WORK

This statement of work ("**Statement of Work**" or "**SOW**") by and between ZONES, LLC ("**Seller**" or "**we**") and City of Greenfield ("**Customer**" or "**you**") is effective September 6, 2023 ("**SOW Effective Date**") and specifies the Services to be performed hereunder by Seller on behalf of Customer. Seller and Customer are deemed to be each a "**Party**" and collectively the "**Parties**" hereof.

1. SERVICE DESCRIPTION

1.1. OVERVIEW

Customer has engaged Seller to upgrade the existing VMware vSphere solution which is running on HP Proliant DL360 Gen 10 hardware from version 6.x to version 8.x. Seller will upgrade four (4) ESXi and one (1) vCenter server which consist of Structured Query Language ("**SQL**") and Oracle DBs, Windows File server, Ubuntu Server and domain controllers. ("**Services**")

1.2. SCOPE

The scope of the SOW will specify the Services tasks (described below) to be performed by Seller personnel (the "**Project Team**") in coordination with Customer personnel engaged with the Project Team ("**Customer Personnel**").

1.2.1. PROJECT KICK-OFF

- Introduce the project manager/Seller solution architect/migration lead as applicable.
- Provide project governance details and mechanism.
- Provide high level Project/migration plan and key implementation phase/Services.
- Provide draft process template document as applicable.
- Validate solution baselines.
- State help/inputs required from Customer.
- This activity will be deemed completed when copy of transformation Kick-off presentation is submitted to the Customer's project manager.

1.2.1.1. Assess

- Knowledge transfer from Customer's team on deployed infrastructure hardware to Seller's team.
- Review current VMware design using vSphere health analyzer tool.
- Review vSphere health analyzer tool report.
- Identify application dependency and upgrade requirements as needed.

- Conduct gap analysis of firmware upgrades against vSphere 6.x support matrix.
- Recommend hardware upgrade to the latest firmware level if needed.
- Verify updated firmware and compatibility with vSphere 8.x.
- Seller will decide at the end of this phase what will be possible to design based on the findings of this phase.
- This activity will be deemed completed when all the required information for design phase is handy.

1.2.1.2.   Design

- Complete vSphere upgrade prerequisites checklist.
- Develop VMware vCenter upgrade plan.
- Develop vSphere upgrade plan and remediation requirements.
- Define phase wise design for upgrade from 6.x to 8.x.
- Work with Customer to acquire additional resources if required.
- Identify ESXi to start with upgrade as per application dependency.
- Preparation of final architecture with rollback plan.
- Define test objective matrix.
- Seller will decide at the end of this phase what will be possible to implement based on the findings of this phase.
- Design should be agreed and signed by functional architect and Customer.

1.2.1.3.   Implement (Build and configuration)

- Upgrade vCenter Server to version 8.x using vCenter Server ISO image.
- Upgrade identified vSphere 6.x infrastructure to new vSphere putting it in maintenance mode.
- vMotion of VMs to upgraded ESXi.
- Install, configure and test VMware Update Manager ("**VUM**").
- Validate Virtual Machine ("**VMs**") for power and connectivity post-upgrade.
- Upgrade VMware tools on VMs or virtual appliances.
- Repeat steps above to upgrade each remaining ESXi host.
- Post migration application functionality and DB testing.
- Verify the following:
  - Login access to vCenter Server 8.x web management interface (using Active Directory ("**AD**") if previously configured through Singel Sign-On ("**SSO**").
  - ESXi hosts have been upgraded to 8.x and are compliant to software baseline in VUM.
  - Upgraded ESXi hosts have the same network and datastore access.
  - There are no system faults or errors in the event logs.
  - VMs are running as expected on upgraded ESXi hosts.
  - VMware Tools on VMs are at version 8.x after upgrade.
- This activity will be considered complete after testing result sign-off by Customer.

1.2.1.4. Manage

- Provide knowledge transfer on basic management tasks, configurations and new features.
- As-built document handover.
- Root credentials handover.
- This activity will be considered complete after handover confirmation from Customer team.

1.2.2. PROJECT MANAGEMENT

During this stage, the Project Team will:

- Serve as Seller Contact for the Services and liaison to Customer Personnel with supervision over Seller risk mitigation, scope changes, escalations, and any delay management.
- Review with Customer Contact the SOW, project goals and objectives, and the contractual responsibilities of both parties.
- Together with Customer Contact review any known areas of risk and define mitigation plans.
- Maintain project communications with Customer Contact.
- Facilitate and plan all scheduling with Customer Contact.
- Establish documentation and procedural standards for Items Provided.
- Prepare a project plan to define project tasks, any milestones, and the project schedule.
- Develop a reporting and meeting schedule (for proper communication and information sharing).
- Issue daily or weekly activity reports.
- Conduct daily or weekly activity meetings (volume pending), daily or weekly activity report reviews, and weekly activity summary and executive report meetings that include billing summaries.
- Confirm technician assignment and scheduling.
- Perform change and issue management.
- Obtain Customer's written acceptance of any Items Provided.

1.3. OUT OF SCOPE

The following services and items are out of scope and are not included among the Services:

- Upgrade of any other VMware infrastructure other than the current four (4) ESXi and one (1) vCenter.
- Performing backup of the current environment before upgradation.
- Existing hardware upgrade to be compatible with vSphere 8.x.
- Configuration and troubleshooting of network routing and firewall issues.
- Configuration and troubleshooting of issues with current VMware environment.
- Supporting and troubleshooting unsupported or end of life systems.
- Performing firmware update on vSphere hosts.
- Replacing any security certificates.
- Resolving any third-party application, appliance, hardware or software incompatibilities with any part of the solution for this project.

- Resolving any incompatible operating system on VMs and dependency issues which occur while upgrading to version 8.x.
- Troubleshooting corrupted VMs.
- Performing system or data migrations.
- Performing guest OS installs, patches or upgrades.
- Troubleshooting on pre-existing issues in the environment
- Providing any services or items other than what are specified herein.

1.4. CUSTOMER RESPONSIBILITIES

Customer will be responsible for the following, which are necessary to Seller's performance hereunder:

- Providing Seller with a purchase order referencing this SOW prior to initiating the service lead time stated herein.
- Providing remote access for seller engineering team at the appropriate level to accomplish the implementation.
- Providing all hardware purchased (if required) and installed to support the upgrade from vSphere 6.x to 8.x
- Upgrading hardware to the latest firmware level.
- Providing licenses for VMware vSphere 8.x.
- Providing scheduled down time for the servers to be upgraded.
- Responding in a timely fashion to questions posed by seller regarding the project.
- Obtaining any requested technical support from a third-party support provider (e.g., Microsoft, Cisco, VMware etc.) when all options have been fully exercised.
- Piloting, testing, and acceptance throughout the entire project cycle to detect usability issues, missing requirements, and any necessary design changes.
- Providing admin level access privilege systems required for the implementation of the project.
- Providing hardware and software support information for the project implementation.
- Ensuring all VMware vSphere configuration and data have been backed up.
- Post Migration Application functionality and DB testing.
- Ensuring current vSphere environment is healthy for the upgrade.
- Ensuring current vSphere environment has adequate resources (CPU, memory, storage, networking) to accommodate the upgrade.
- Ensuring all VMware ESXi hosts are at version 6.x or above.
- Ensuring all vCenter Servers have Internet access to download VMware software upgrades.
- Ensuring all virtual network switches are configured consistently across all VMware ESXi hosts.
- Ensuring VMware vMotion is working across all VMware ESXi hosts.
- Designating a person called the "**Project Manager**" who will be the focal point for all communications relative to this project and will have the authority to make binding decisions and act on behalf of Customer in matters regarding this project. Responsibilities of this resource will include:

- - Serving as interface between Seller, all Customer departments and its vendors, subcontractors and/or third parties participating in the project.
  - Coordinating with other subcontractors or vendors to ensure they fully cooperate with the Project Team to allow Seller to complete the Services in this SOW.
  - Acting as a single point of contact for Seller to assist with scheduling, implementation and coordination for the duration of this project.
  - Managing Customer Personnel assigned to this project.
  - Attending project-related meetings.
  - Obtaining and providing information, data, documents, decisions, and approvals within the timeframes agreed to by Customer and Seller.
  - Helping resolve project issues and appropriately escalating issues as needed within Customer or with subcontractors and/or vendors.
  - Resolving deviations from the estimated schedule caused by Customer.
- Scheduling and securing attendance of all required Customer Personnel as needed for meetings, and work sessions.

1.5. PROJECT ASSUMPTIONS

The scope and any responsibilities set forth above are based on, and in scoping and performing the Services Seller is relying on the accuracy of, the consideration(s) set forth below.

- Level of effort is based on Customer's environment being in a stable and functionally sound state. If Seller, at any time during the project, encounters issues that are related to environment instability, then Seller will address any hourly overages in a project Change Order ("**CO**").
- None of version 6.x is, booting from USB.
- All Services will be performed over secured remote sessions.
- Seller is not responsible for delays, errors, or omissions caused or incurred by other parties. Such delays, errors, or omissions may increase the time and cost of the project.
- Seller will not take responsibility for any errors, incompatibilities or defects in third-party software or network devices. Any errors, incompatibilities, or defects in such software or devices may add time and cost to the project.
- No server or storage hardware related issues with VMware vSphere environment.
- No network related issues with VMware vSphere environment.
- VMware support contract is active.
- Seller will consider all Customer data and processes private and follow all required security protocols.
- Level of effort is based on Seller's current understanding of Customer's environment. If Seller completes any phase of this project and determine that the level of effort will need to be adjusted, Seller will address this in a Change Order.

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- Level of effort is based on Customer's environment being in a stable and functionally sound state. If Seller, at any time during the migration, encounter issues that are related to environment instability, then Seller will address any hourly overages in a Change Order.
- This project assumes virtual remote access is granted for the project and Seller's on-site attendance is not required.

1.6. ITEM(S) PROVIDED

The tangible items identified in the table below will be provided either prior to or upon completion of the Services (each an "**Item Provided**").

SOW Section	Item(s) Provided
Project Management	As-built document

1.7. PROJECT SITES

Services will be performed remotely at the following site(s) (each a "**Project Site**").

Project Site Name / Identifier	Address
Customer Project Site	10 S. State Street Greenfield, IN 46140 USA

1.8. SERVICES FEES & EXPENSES

The total amount due and billable under the SOW ("**Total Services Price**") will include the fees for the Services performed thereunder ("**Services Fees**") and the cost of any Expenses (as defined herein).

1.2.1 SERVICES FEES

The Services Fees will be billed on a _fixed fee_ basis. Seller will invoice a fixed amount or amounts upon completion of one or more Services phases, as set forth in the table (below), which presents the total amount to be paid for all Services Fees*.

Phases	Percentage	Fees
Assess	20%	$4,340.00
Design	25%	$5,425.00
Implement	50%	$10,850.00
Manage	5%	$1,085.00
Fixed Total of Services Fees	**100%**	**$21,700.00**

* The Services Fees do not include sales tax, which will be invoiced, and which Customer is obligated to pay.

Customer will be invoiced after completion of each phase mentioned in the Services Fees.

1.2.2 EXPENSES

Seller does not anticipate incurring under this SOW any expenses, such as, for example, the following: airfare, hotel room charge(s), automobile mileage, standard car rental and fuel, per diem, parking, tolls, printing/photocopies, etc. (cumulatively, "**Expenses**"). In the event that both Parties agree that travel is necessary, Seller will have the right to invoice, and shall be reimbursed by, the other Party for Seller's Expenses related to such travel in accordance with the terms of the Agreement; provided that if travel expenses are not addressed in the Agreement, then invoicing and reimbursement shall be in accordance with Seller's standard travel expense policy.

1.9. PROJECT SCHEDULE

The Parties acknowledge that throughout performance of the Services they share the following responsibilities: to develop an estimated schedule with estimated dates and timelines (6 Weeks); to coordinate the project kick-off meeting; and to manage the project through completion.

Project timelines will vary based on personnel schedules, the evolving conditions of Customer's environment, and the conditions of the Project Site(s).

All Services will be provided during "**Standard Business Hours**" (meaning Monday through Friday, 8:00AM - 5:00PM local time, excluding Holidays). "**Holidays**" shall mean Seller's normal holidays in addition to national holidays.

1.10. CONTACTS

Prior to (or promptly upon) commencement of the Services, each Party will identify a person who, on behalf of such Party, shall be authorized to answer questions, to make decisions, and to address any issues that arise during the performance of Services ("**Contact**").

1.11. COMPLETION CRITERIA

Seller shall be deemed to have fulfilled its obligations under this SOW upon the occurrence of any ONE of the following:

- Seller's completion of both performance of the Services that are in scope and delivery of any Items Provided; *OR*
- Seller's performance of Services for the total of the number of hours set forth in both the Services Fees section of this SOW and any Change Order(s); *OR*
- Expiration of this SOW according to its terms; *OR*
- Termination of this SOW by either Party in accordance with the provisions of this SOW and the Agreement.

1.12. ADDITIONAL PROJECT TERMS

A. Customer is responsible for supplying the environmental conditions necessary and applicable for Seller's performance of the Services, including, without limitation, the following: workspace(s); Customer-owned hardware; any Customer software licenses; any required documents/diagrams detailing applicable specifications and conditions; any badges and passes for access to facilities; and any other access rights ("**Customer Provisions**").

B. Customer agrees that Seller will have the right to bill Customer at Seller's standard rates for any time during which Seller's personnel is idle due to any substantial: inaccessibility of any Project Site; or unavailability of the Customer Provisions or Customer Contact.

C. Seller shall have no responsibility for third parties engaged on this project other than any Seller subcontractor(s), except as otherwise expressly agreed in writing. Customer acknowledges and agrees that Seller has the right to subcontract some or all of the Services hereunder to subcontractors.

D. Customer will provide all applicable safety and security rules in advance of execution of this SOW.

E. Customer shall at all times remain solely responsible for daily back-up and other protection of its data against loss, damage and/or destruction. Seller shall have no obligation or liability with respect thereto, regardless of the cause.

F. Customer shall not provide hereunder: any Protected Health Information, as defined in the US Health Insurance Portability and Accountability Act ("**HIPAA**"); any data subject to the Payment Card Industry Data Security Standard ("**PCI DSS**"); or any other personally identifiable information ("**PII**") or sensitive personal information ("**SPI**") subject to applicable US or international security laws.

2. GENERAL TERMS AND CONDITIONS

2.1. PAYMENT

Fees specified herein do not include applicable taxes, which will be invoiced and which Customer is obligated to pay. Invoices will be submitted to the address provided by Customer. Customer will remit payment within thirty (30) days of invoice receipt. Customer shall pay all undisputed amounts hereunder, withholding payment only to the extent of any specific inaccuracy on an invoice and only until such inaccuracy is corrected.

2.2. CHANGE MANAGEMENT

The terms and conditions of this SOW, including without limitation the scope, fees and Items Provided, may be changed only upon the Parties' execution of a written amendment that references this SOW, that specifies such change and that is drafted by Seller ("**Change Order**"). Either Party may request a change, and both Parties agree to negotiate in good faith any requested changes. In the event of a conflict between the terms and conditions set forth in a Change Order and those set forth in this SOW or in a previously executed Change Order, the terms and conditions of the most recent Change Order shall prevail.

2.3. MISCELLANEOUS

This Statement of Work is governed by the Terms and Conditions of Sale posted at www.zones.com/TermsofSale ("**Agreement**"). Terms that are used but not defined in this Statement of Work shall have the meanings set forth in the Agreement. This Statement of Work is void if not signed by Customer and returned to Seller within forty-five (45) days of the SOW Effective Date.

2.4. AUTHORIZED SIGNATURES

Each Party signifies by its authorized signature below that it agrees to be bound by the terms and conditions set forth in this Statement of Work except when utilizing an e-signature application, the signed copy of this SOW should be forwarded in .pdf form to serviceswin@zones.com.

ZONES, LLC   **CITY OF GREENFIELD**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Customer Billing Entity Name: _____

Customer Billing Address: _____

Customer Billing Method: e-invoice/Paper/Other   PO# Required? Yes/No

Customer Billing E-mail: _____   Customer Billing Phone: _____

EXHIBIT A – PROJECT COMPLETION FORM

PROJECT COMPLETION FORM

This Project Completion Form, when signed by City of Greenfield ("**Customer**"), signifies completion and acceptance of the Services performed by ZONES, LLC ("**Seller**") under the Server Migration Services project Statement of Work between the Parties dated September 6, 2023 ("**SOW**").

Services Start Date		Services End Date	
Seller Contact		Customer Contact	

EVALUATION OF ITEMS PROVIDED

Item(s) Provided	Acceptance Criteria	Customer Evaluation Results

OUTSTANDING ISSUE(S) AND RESOLUTION PLAN

AUTHORIZED SIGNATURE

Customer's signature below acknowledges that the Services and all Items Provided have been completed, delivered and accepted in accordance with the specifications of the SOW.

ZONES, LLC

Presented By: _____

Name: _____

Title: _____

Date: _____

CITY OF GREENFIELD

Acknowledged By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B – CHANGE ORDER FORM

CHANGE ORDER

This Change Order between ZONES, LLC ("**Seller**" or "**we**") and City of Greenfield ("**Customer**" or "**you**") is effective _____ ("**CO Effective Date**") and amends, as set forth below, the Server Migration Services project Statement of Work between the Parties dated September 6, 2023.

Project Name	Server Migration Services	SOW Code	ZON -090623-OPP00355159-CG-001
Change Order Title		Change Order #	
Seller Contact		Customer Contact	

PROJECT CHANGE REQUEST DESCRIPTION

IMPACT TO SCOPE

IMPACT TO SCHEDULE

IMPACT TO COST

SUBMITTER

Name		Title	
Phone		e-mail	

RATIONALE FOR REJECTION (IF APPLICABLE)

[If requested change is rejected, provide rationale below. Otherwise ignore and execute the Change Order.]

MISCELLANEOUS

This Change Order is governed by the terms and conditions of the SOW and the Agreement. Terms that are used but not defined in this Change Order shall have the meanings set forth in the SOW or the Agreement. In the event of a conflict between this Change Order and the SOW or a previous Change Order, this Change Order shall control.

AUTHORIZED SIGNATURES

Each Party signifies by its authorized signature below that it agrees to be bound by the terms and conditions set forth in this Change Order.

ZONES, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF GREENFIELD

By: _____

Name: _____

Title: _____

Date: _____