



MILL VALLEY SCHOOL DISTRICT

STATEMENT OF WORK

PROPOSALS 23675 AND 23676

DATACENTER REFRESH

PROPOSAL VERSION 1.0

6/20/2020

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1 Introduction

This Statement of Work (SOW), prepared for Mill Valley School District (the Customer), provides work specifics to be performed by Development Group, Inc. (the Company) for Proposals 23675 and 23676.

1.1 Project Work Summary

Mill Valley School District's current datacenter equipment has reached end of sale and is rapidly approaching the end of life dates for the platforms. The current SAN has experienced some outages over the last couple of months and appears to be potentially unstable. The current core switching platform of 3850s has no available 10 Gbps ports to support a new SAN or backup appliance. The current backup software is running on a UCS C200M3 server which is end of life at the end of 2021. With the current equipment rapidly approaching the end of its useful life, the district would like to replace the infrastructure in preparation for the 2021 school year.

1.2 Project Milestones and Payment Schedule

- 1.2.1 The major milestones, related tasks and resulting schedule for this project will be developed depending on the total effort and cost required to complete the specific project covered by this Statement of Work. Delivery of the schedule will be due within the limits listed below following contract execution, using input from the Customer and the project manager(s) responsible for the schedule of the related predecessor project(s).
- Milestones, tasks, and schedule for the project will be completed within seven (7) business days following approval of the statement of work.
- 1.2.2 Any delay in the performance of the Company's obligations to the Customer that is caused by the Customer, its other contractors or suppliers shall be treated as an extension and the delivery schedule and time for performance shall be extended for a period reflecting the delay caused by the extension or suspension. The Company shall resume any suspended work at the earliest possible opportunity when directed to do so by the Customer, with respect to obligations to other customers and considering available personnel.
- 1.2.3 Invoicing, and subsequent payment, for all products related to this project will be done in accordance with the terms and conditions of the governing Master Services Agreement, unless otherwise agreed to in an Associated Contract.

- 1.2.4 An initial invoice for 10% of the value for this Statement of Work will be submitted to the Customer at contract signing and shall represent financial consideration for the following work performed by the Company:
- A. Allocation of engineering resources for design and scheduling meeting(s)
 - B. Site Survey(s) and/or meeting with Customer's low-voltage contractor for the purpose of coordinating services (if required)
- 1.2.5 Subsequent invoicing for services performed on this project will be submitted to the Customer every two (2) weeks, in arrears, for services rendered during the preceding two (2) week period. Prompt payment of services invoices is guaranteed by the Customer and will be made in accordance with the terms and conditions of the governing Master Agreement.
- 1.2.6 As per proposals 23675 and 23676, the initial value for the implementation of this Statement of Work is \$35,063.29. The product cost subtotal for the project is \$269,206.87. The resulting total cost for this project is \$304,270.16.

Milestone	% Complete	Estimated Completion Date	Invoice Amount
Invoice for equipment as it ships	100%	TBD	\$269,206.87
Project Labor	Percent of completion each month	TBD	\$
Total Product			\$269,206.87
Total Services			\$35,063.29
Total Project Cost			\$304,270.16

1.3 Company Project Stakeholders

Name	Project Role	Contact Information
Jason Jones	Sales Manager	jjones@development-group.net Office: 530-510-4316
Terry Kritsepis	Senior Account Manager	tkritsepis@development-group.net Office: 530-646-3369
Eric Stoxen	Sales Engineer	estoxen@development-group.net Office: 530-510-4304
TBD	Project Manager – DGI	
Paul Rittell	Lead Field Engineer – Collaboration	prittell@development-group.net Office: 530-646-3535
Daniel Jenkins	Practice Manager – Cabling and Installation Services	djenkins@development-group.net Office: 530-646-3566

1.4 Customer Project Stakeholders

Name	Project Role	Contact Information
Dr. Kimberly Berman	Superintendent	kberman@mvschools.org Office: 415-389-7705
Lowell Noble	Systems Administrator III	lnoble@mvschools.org Office:
James Capen	Systems Administrator	jcapen@mvschools.org Office: 415-389-7719

1.5 Company Project Escalation Contacts

Name	Project Role	Contact Information
Dan Lockwood	President	dlockwood@development-group.net Office: 530-510-4303
Tony Jenkins	Director, Operations	tjenkins@development-group.net Office: 530-510-4308
Greg Drake	Engineering Manager	gdrake@development-group.net Office: 530-510-4308

1.6 Installation Site Address(es)

Mill Valley School District
411 Sycamore Avenue
Mill Valley, CA 94941

1.7 Summary of Assumptions

1.7.1 General Assumptions

A. General assumptions used to prepare this SOW:

1. All changes to this Statement of Work, whether requested by the Company or the Customer, will be via the attached Change Request form.
2. Any quantity of pre-allocated hours including, but not limited to, end-user training, administrative training and/or project management which is not consumed during the course of this Statement of Work may not applied to other work efforts and shall not obligate the Company to further work beyond the conclusion of this Statement of Work.

2 Company Responsibilities

2.1 General Company Responsibilities

- 2.1.1 All equipment listed within this Statement of Work will be upgraded to the most recent, recommended software. In some cases the software recommended by the Company may not be the most current version available from the manufacturer.
- 2.1.2 Unless specified in this scope of work no additional software will be configured. In some cases proposals may include licenses to software to which the customer is entitled but not scoped to be configured.
- 2.1.3 When installing product, Company will connect the power supply (or power supplies) to a UPS and/or PDU using the included power cord(s); the standard power cord included is a 5-15P to C13, 6ft, 18AWG, black, male to female cord. Power connections requiring a different power cord will either be included elsewhere in this Statement of Work or supplied by the Customer.
- 2.1.4 All installed Ethernet cables will be neatly connected to the Ethernet switch(es) making the best use of existing horizontal and vertical cable management hardware.
- 2.1.5 Connection(s) to the network will be in accordance with the network topology drawing(s) for this project.

2.2 Company provided administration and documentation:

- 2.2.1 Provide detailed as-built drawings and documentation that describe the system installation. As-built drawing will include documentation of logical network connections, IP addressing, routing protocols, WAN/telecom circuit information, device serial numbers and/or VLAN information as appropriate.
- 2.2.2 Test all installed hardware and software for proper operation using a detailed test plan to be developed jointly by both parties.
- 2.2.3 Company will clear all work areas of shipping cartons, packaging and debris created by the Company at the conclusion of each work day.
- 2.2.4 Company will maintain a master task list and schedule of all project milestones and work items. Customer understands and agrees that the master task list and schedule maintained by the Company will be the definitive document set by which the project will be managed.

- 2.2.5 Company will conduct regular project status meetings with appropriate project stakeholders, and other interested third parties, weekly or as otherwise agreed to by both parties. The Company will record meeting minutes, maintain an issues list, and list action items for subsequent meetings. Meeting minutes and supporting documentation will be distributed to attendees, project stakeholders and third-parties at the conclusion of each.

2.3 Physical Installation

2.3.1 Enterprise Networking Devices Physical Installation

2.3.1.1 Physical Installation:

- A. Assumptions used to prepare this SOW for installation:
1. Company will install the following equipment into the customer's datacenter environment:
 - o Two (2) MS425-32-HW core switches
 - o Three (3) C240CM5 HX rack mount servers
 - o Eight (8) SFP-H10GB-CU2M=
 - o Four (4) MA-SFP-10GB-SR
 - o Two (2) 6454 Fabric Interconnects
 - o One (1) Rubrik 6304 Chassis with Three (3) nodes installed in the device
 - o Two (2) MA-CBL-40G-50CM stacking cables for MS425
 2. New equipment is estimated to require 12 Rack Units worth of space in the existing 4 post racks.
 3. Hyperflex power supplies will require 220 volt inputs. Customer's current Symmetra UPS has an additional output for a 220V power distribution unit which is not quoted in this SOW.

2.4 Enterprise Networking

2.4.1 ROUTE / SWITCH

2.4.1.1 Route/Switch:

- A. Route/Switch Technologies Responsibilities:
- Route/Switch configuration to include:
1. Meraki Switch configuration to include:

- Company will migrate core routing functions from the existing 3850 stack to the MS425 switches.
- Each switch will be configured with a hostname and management IP address according to the scheme that is established in the design meeting with Customer.
- Switch ports will be configured with Company's best practice security settings unless otherwise requested by customer. Exact security settings to be used will be established in design meeting with Customer.
- For existing switch replacements, switch access port VLAN configuration will be migrated from existing switches to new switches unless design changes are determined necessary during design meetings with Customer.
- Each switch will be placed on Google maps in Meraki dashboard corresponding to their installed location.
- Company will provide on-site engineer for up to four (4) hours of 2nd day support after site cut-over.

2.4.2 DATACENTER

2.4.2.1 Datacenter:

- A. Assumptions used to prepare this SOW for Datacenter Installation:
 1. Customer will migrate existing CIFS and NFS shares from the current EMC storage to a VM providing CIFS and NFS shares.
 2. Customer will register VMWare licenses to their VMWare portal and will provide the license keys for DGI to install.
 3. Existing customer virtual machines are compatible with ESXI 6.7 hypervisor.
- B. Datacenter Technologies Responsibilities:

Datacenter configuration to include:

 1. DGI will configure new UCS Hyperflex implementation to provide storage and networking functions for the environment.
 2. Company will install ESXI 6.7 into the new Hyperflex Servers.
 3. Company will ensure that new UCS deployment is connected to Intersite and is providing data to the portal.

4. Company will add new ESXI hosts into existing customer vCenter deployment.
5. Company will patch existing vCenter deployment to appropriate version to support new hosts.
6. Company will ensure vMotion compatibility between old server environment and new servers.
7. Company will perform storage vMotion on existing customer virtual machines in order to get them running on the new virtual environment.
8. Company will facilitate the networking and connectivity needs of the Rubrik engineer to install the networking.
9. Rubrik solution will be configured to integrate into customer's existing vCenter deployment to begin backing up virtual machines.
10. A software agent will be provided for Windows machines that are running as physical hosts, if any.
11. Customer's Rubrik quote allows for the customer to archive their backups to either AWS or Microsoft Azure if desired. AWS or Azure storage fees would apply if customer chooses to utilize this. DGI will help the customer get basic cloud connectivity established to allow for Azure or AWS archiving.
12. Company/Rubrik will ensure that SLAs are established in collaboration with the customer's IT team to ensure that the desired backup targets are being met.
13. Company will configure Rubrik Radar functionality to monitor backup file systems for ransomware.
14. Admin training consisting of the day to day management of the installed equipment, up to eight (8) hours, is scoped as part of the project. The customer recognizes that there will be some questions that inevitably pop up several months after the training and DGI will provide an additional session, up to four (4) hours of admin training, to help maximize the effectiveness of the team by the end of the 2020 calendar year.

3 Mill Valley School District Responsibilities

3.1 General

- 3.1.1 It is the responsibility of the Customer to maintain current backups of all stored data. Company assumes no responsibility and/or liability for the loss of any Customer data.
- 3.1.2 Upon the presentation of a Work Acceptance Certification document, the Customer will either agree to the completion of the work described therein or provide a detailed, written account of the work items in dispute. If neither the Work Acceptance Certification document nor a valid dispute are returned to the Company within five (5) business days, the work items described in the Work Acceptance Certification document shall be deemed to have been accepted by the Customer.

3.2 Specific

- 3.2.1 Customers will be responsible for internal DNS changes and external DNS changes as requested. The solution requires that the internal and external domains to be the same with the appropriate SRV records.
- 3.2.2 Customer is responsible for creating new VM for CIFS/NFS shares.
- 3.2.3 Customer is responsible for performing and verifying any necessary proper shutdown procedures of all servers and network equipment that will be impacted during cut over.
- 3.2.4 Provide a Customer representative that will be the primary point of contact for this project. At a minimum, this person must be available to meet weekly with all project stakeholders. The Customer representative must have authorization to incur charges and make decisions that will affect the successful implementation of the project, and must be able to provide or arrange physical access to all areas of the facility(ies) which will receive installed equipment as part of this project.
- 3.2.5 Provide accurate scale drawings and/or “blueprints” of the Customer’s facility(ies) as may be required for the execution of this Statement of Work.
- 3.2.6 Provide all station cabling, Ethernet patch cords, additional necessary power cords and any other necessary cables unless specified

explicitly elsewhere in this statement of work or associated proposal(s).

- 3.2.7 Provide laborers to move furniture and fixtures that may be required as part of this project; Company will not move any furniture or fixtures.
- 3.2.8 Provide a meeting place appropriate to the size of the audience and content presented (room, furniture, seating, etc.) for all training sessions and/or other presentations that are to be made by the Company.
- 3.2.9 Customer understands and agrees to be solely and completely responsible to verify the correctness and proper operation of all emergency telecom services including 911, E911 or CAMA trunks whether or not the services were installed and/or configured by the Company.
- 3.2.10 Provide telecommunications relay rack equipment, including but not limited to two-post relay racks, four-post relay racks and/or wall-mounted relay racks or cabinets with the correct interior dimensions to accommodate all equipment for this project. Such relay rack equipment will be installed in accordance with applicable local building codes prior to the Company engaging in this Statement of Work.
- 3.2.11 If a height exceeding twelve (12) feet is required to install any equipment, a lift will be provided by the Customer.
- 3.2.12 All roof and/or exterior wall penetrations are the responsibility of the Customer.
- 3.2.13 Unless otherwise specifically stated elsewhere in this Statement of Work, the Customer shall be responsible for the removal of any existing clocks, bells, surveillance cameras and/or any other control systems that may be rendered obsolete and/or inoperable by the completion of this project.
- 3.2.14 Unless otherwise specifically stated elsewhere in this statement of work or associated proposal(s), the Customer shall provide all electrical circuits, UPS(es), PDU(s) and HVAC required to support active electronic equipment being installed by the Company as part of this project.
- 3.2.15 Ensure the relay rack (or racks) in each location is/are engineered to support the weight of all installed equipment.

- 3.2.16 Ensure the equipment location has temperature control that accommodates the operational temperature of the equipment outlined in this scope of work.
- 3.2.17 Coordinate installation schedules with Company; all work shall be scheduled per the MSA, unless otherwise agreed to in an Associated Contract. Changes to the project timeline that are the result of work, or lack thereof, by the Customer and/or Customer's agents may result in additional charges.
- 3.2.18 Provide an on-site authorized Customer representative at all times when Company staff is engaged in work at a Customer's facility and/or co-located datacenter space. The on-site Customer representative must be able to provide physical access to all areas of the facility(ies) which will receive installed equipment as part of this project including disabling any burglar alarm system(s) and/or unlocking any doors. Physical access restrictions dramatically reduce work efficiency and may result in additional costs being assessed to the Customer.
- 3.2.19 Company reserves the right to assess additional change charges to the Customer for indirect expenses due to missed appointments. This includes the absence of an authorized Customer representative during on-site work. These may also include the associated standby time for Field Engineers, travel time/costs for return visit, and/or additional equipment shipping costs.
- 3.2.20 Participate in a per-site and/or per IDF/MDF quality acceptance process with the Company's Project Manager or Practice Manager at the conclusion of the project, or in the case of a multi-phase project, at the conclusion of each phase.
- 3.2.21 Schedule, coordinate, and notify end users of any planned network or facility service interruptions required during the execution of this Statement of Work.
- 3.2.22 At such time as the Company begins work on any computer or other system of the Customer, the Customer shall provide the Company all applicable passwords, VPN access, and other information required for the Company to access such systems and perform services thereon or with respect thereto. The furnishing of any such password, VPN access, or other information shall be conclusively deemed to include the authorization and approval of any federal, state, or local governmental agency or authority for the Company to access and work on the systems.

- 3.2.23 Notify the Company of any defects with the installation services described herein within sixty (60) days after the date of the system cutover. In the event of multiple cutover dates (e.g. multi-site deployment), a sixty (60) day period will apply to the services provided during each individual cutover. Any defects reported by the Customer to the Company beyond sixty (60) days after the conclusion of this project will be deemed to be a separate work effort outside of this SoW and will be undertaken at the direction of the Customer for additional cost.
- 3.2.24 Execute changes to any existing IT or facility system which is not specifically included in this Statement of Work but which may be necessary for the successful implementation thereof.

4 Signature Forms

4.1 Statement of Work Agreement

4.2 Change Request Form

4.3 Work Acceptance Certification



Work Acceptance Certification (Sample)

Date: _____

Project Name:

Project Number: #####

Project Manager:

Customer:

Description of the work completed:

<input type="checkbox"/> Project complete	<input type="checkbox"/> Phase complete	<input type="checkbox"/> Major deliverable complete
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In reference to the "Master Service Agreement" executed between Development Group, Inc., the ("Company"), and Mill Valley School District, the ("Customer"), both parties hereby certify, by the signature of an authorized representative, that this project, project phase, or major deliverable meets or exceeds the agreed-upon performance standards for scope, quality, schedule and cost. The Customer further agrees that documentation for all relevant security, legal and regulatory requirements have been furnished by the Company and/or have been reviewed by the Customer.

Additional remarks:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Work Acceptance Certification to be fully executed.

"CUSTOMER"

"COMPANY"

Print Name: _____

Development Group, Inc.

Signature: _____

Daniel Lockwood

President



Change Request Form (Sample)

Date: _____

In reference to the "Master Service Agreement" executed between Development Group, Inc., the ("Company"), and Mill Valley School District, the ("Customer") regarding Project [PROJECT NUMBER], both parties hereby certify, by the signature of an authorized representative, this Change Request Form will amend and be fully incorporated into the existing Statement of Work (SoW), Version 1.0, dated 6/20/2020.

1. Change request number for this project:
2. Reason for Change Request:
3. Changes to the SoW:
4. Schedule impact:
5. Cost impact:

SoW / Change Request	Product(s)	Services and/or T&E	Total
Original value of SoW	\$	\$	\$
Value of Change Request #	\$	\$	\$
New value of SoW	\$	\$	\$

6. Purchase order issuance (if applicable): Customer shall issue a written Purchase Order to Company, or shall issue an amendment to its original Purchase Order issued under this SoW, for the total amount of \$ _____.

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

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

"CUSTOMER"

"COMPANY"

Print Name: _____

Development Group, Inc.

Signature: _____

Daniel Lockwood

President



Statement of Work Agreement

Date: _____

I, representing Mill Valley School District, authorize the foregoing Statement of Work for Proposals 23675 and 23676, Version 1.0, dated 6/20/2020 and direct the Company to immediately begin the fulfillment thereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Statement of Work to be fully executed.

"CUSTOMER"

Print Name: _____

Signature: _____

"COMPANY"

Development Group, Inc.

Daniel Lockwood

President