



STATEMENT OF WORK

Project Name:	Nutanix Implementation and Data Migration	Seller Representative: Jeff Mitchell +1 (847) 465-6000 jeffmit@cdw.com
Customer Name:	MT DIABLO UNIFIED SCHOOL DISTRICT	
CDW Affiliate:	CDW Government LLC	Solution Architect: Janine Harrison
Date:	May 18, 2021	
Drafted by:	Ted Psaras	

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 MT DIABLO UNIFIED SCHOOL DISTRICT (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (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.

NUTANIX PROJECT SCOPE

This scope of engagement, together with the Agreement between the CDW entity selling the Services described herein (“**Seller**” or “**Provider**”), and the Customer ordering such Services (“**Customer**”), shall be deemed to be a contract upon Seller’s acceptance of Customer’s Purchase Order (“**PO**”).

SERVICES SUMMARY

Seller will perform the following:

- Install and configuration of one (1) Nutanix clusters consisting of up to six (6) nodes utilizing AHV as the hypervisor.

NUTANIX CLUSTER DEPLOYMENT SERVICES - AHV

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.
 - 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
 - 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
 - Configuration of AHV Cluster
 - Cluster Administration Settings (Users, NTP, SMTP, SNMP)
 - Storage Pool/Storage Container creation and configuration
 - Virtual Network configuration for VM traffic
- 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
- Nutanix Data Protection Configuration
 - If multiple Nutanix clusters are in use, configure:
 - Async DR Protection Domains (up to 3)
 - Protected VMs (up to 5)
 - Replication Schedules
- Functional Demonstration and Knowledge Transfer around Nutanix AHV cluster
 - Prism Dashboard Overview and Administration
 - Functional Demonstration of Nutanix administration
 - AHV Upgrades via Prism
 - Addition of nodes to AHV cluster
 - NCC Health Check
 - If PrismPro license was purchased and installed, overview of PrismPro additional features
 - Workload Migration
 - Migration or creation of up to five (5) non-production VMs to AHV cluster, using available tools

CUSTOMER RESPONSIBILITIES

- If using 3rd party hardware for Nutanix solution, Customer must ensure hardware meets Nutanix interoperability and compatibility requirements for use and that firmware is installed and updated as per Nutanix recommended versions.
- Customer needs to have a 10GbE 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.
- 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.

ASSUMPTIONS AND ACKNOWLEDGEMENTS

- Services will be delivered onsite
- 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 (3rd party hardware platforms)
- 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

DATA MIGRATION PROJECT SCOPE

Customer is requesting assistance to migrate approximately 59 TB of Data from an existing NetApp FA2720 and A220 storage solution (“Source”) to a new Nutanix 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 an may elect, at Sellers’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) NetApp FA2720
- Qty. (1) NetApp A220
- Qty (5) Windows Hosts
 - Approx. 59TBs, 69 VMs,

TARGET ENVIRONMENT

- Qty. (1) Nutanix
- Qty (5) Windows Hosts
 - Approx. 59TBs, 69 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 69.
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

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Communication Plan	Communication Plan for the project.	PDF

Item	Description	Format
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

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's 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, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROGRAM MANAGEMENT

Seller may assign a Program Manager resource to perform the following activities within the Scope of the Program:

- Partners with customer to define the appropriate program management processes and procedures that will be followed to ensure alignment between program outputs, outcomes and the customer's goals and objectives.
- Provides effective leadership to the program and project teams. Oversees program and project financials and effectively manages cost and budgets. Develops and implements program level plans and work breakdown structures.
- Collaborates with customers governing bodies, sponsors, and stakeholders to ensure the program's continued alignment with organizational strategy and ongoing organizational support.
- Partners with the customer and other stakeholders to define, create, maximize and deliver the benefits of the program. Establishes practices to make decisions, defines support processes, and maintains program and project oversight.
- Ensures that the overall program structure and processes enable the program and associated projects and teams to successfully complete the deliverables and provide the intended business benefits and outcomes.
- Provides guidance and training to project managers and customer stakeholders to ensure that standards and practices are understood and followed. Ensures that quality standards are defined and followed at the program and project levels.
- Provides centralized support for managing changes, tracking risks, actions and decisions at the program level.
- Interacts with the customer to ensure that the program receives appropriate operational support and that the benefits delivered by the program can be effectively sustained.
- Engages customer stakeholders to determine their needs, manage expectations and communications to foster stakeholder support.
- Identifies and efficiently manages program level and cross-project risks, dependencies, and constraints.

PROJECT MANAGEMENT

Seller may assign a project management resource to perform the following activities within the Scope of the Project:

- Partners with Program Manager and customer to define the appropriate project management processes and procedures that will be followed. Ensures alignment between project outputs and outcomes and the customer's goals and objectives.
- Provides effective leadership to the project team. Oversees project financials and effectively manages cost and budgets.
- Develops and implements project level plans and work breakdown structures.
- Effectively manages project to scope, time and cost expectations.
- Collaborates with customers governance bodies, sponsors, and stakeholders to ensure the project's continued alignment with organizational strategy and ongoing organizational support.
- Closely works and communicates effectively with the Program Manager, other Project Managers, and customer stakeholders to achieve the high-quality project's deliverables.
- Ensures project timelines, dependencies, budget and risks are managed effectively and efficiently.
- Facilitates change orders and administrative tasks as necessary.
- Documents and distributes meeting notes/action items for all calls.

ASSOCIATE PROJECT MANAGER

Seller may assign a project administration resource to perform the following activities within the Scope of the Project:

- Effectively manages project to scope, time and cost expectations.
- Helps develop and implement project level plans and work breakdown structures.
- Helps ensure project timelines, dependencies, budget and risks are managed effectively and efficiently.
- Facilitates change orders and administrative tasks, as necessary.
- Documents and distributes meeting notes/action items for all calls.
- Communicates effectively with the Program Manager, Project Manager and customer stakeholders.
- Provides program and project support activities to Program and Project Managers.

PROJECT MANAGEMENT TEAM RESPONSIBILITIES

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. The schedule should align with the estimated project duration as established in the Project Scheduling section.

Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

Change Management. When a change to a project occurs, the Seller's project change control process will be utilized.

Project Closure. Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- Acts as the main POC to customer, if requested
- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

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.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
 - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
 - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
 - 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.

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 hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$20,925.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Signed SOW	50%	\$10,462.50
Completion of Work	50%	\$10,462.50
Totals	100%	\$20,925.00

EXPENSES

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

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**”).

PROJECT SPECIFIC TERMS

1. Notwithstanding anything to the contrary in the Agreement, Seller’s Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

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

Location(s)	Address
District Office	1936 Carlotta Drive, Concord, CA 94519