RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN STATEMENT OF WORK AGREEMENT WITH DAVENPORT GROUP TO PROVIDE INSTALLATION AND CONFIGURATION OF THE VX RAIL STRETCHED CLUSTER

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board;

WHEREAS, the Sarpy County IS Department is in the process of a Virtual Environment Refresh Project; and,

WHEREAS, as a part of that Refresh Project, it is necessary to install and configure a Vx Rail Stretched Cluster; and,

WHEREAS, such installation and configuration are complex and require a certified VMWare Engineer to aid in the process; and,

WHEREAS, Davenport Group is able and willing to provide such required VMWare Engineer Services; and,

WHEREAS, Sarpy County desires to enter into an Agreement with Davenport Group for installation and configuration of the Vx Rail Stretched Cluster.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves and authorizes the Chairman to sign the Statement of Work Agreement with Davenport Group to Provide Installation and Configuration of the Vx Rail Stretched Cluster, and any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the _______ 23rd_______ day of ______January_______, 2018.

Attest

SEAL

Sarpy County Board Chairman

County Clerk
MEMORANDUM

To: County Board
From: Mark L. Walters, Information Systems Director
Subject: Agreement with Davenport for Installation Services
Date: December 29, 2017

At the January 23, 2018 Board meeting there will be an agreement with Davenport Group for installation services. The agreement will provide a certified VMWare Engineer to aid the Information Systems (I.S.) staff in installation of a VxRail Stretched Cluster. This cluster technology is fairly new and is complex to setup correctly. The contract is for $18,000 and the engineer will be on-site for a number of days. All expenses are covered in this contract, so there will not be any additional costs.

This is part of the Virtual Environment Refresh project that I.S. has been working on for the last few months.

Please contact me if you have any addition questions or concerns.

cc: Dan Hoins, Administrator
    Scott Bovick, Deputy Administrator
    Brian Hanson, Fiscal Administrator
    Beth Garber, Contract Administrator
Sarpy County

Statement of Work
VxRail Stretched Cluster

January 8, 2018

Presented by:
Kristy Wilke
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## 1 Client Information

<table>
<thead>
<tr>
<th></th>
<th>Sarpy County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Client Name</strong></td>
<td>Mark Walters <a href="mailto:mark@sarpy.com">mark@sarpy.com</a> (402) 593-2100</td>
</tr>
<tr>
<td><strong>Client Address</strong></td>
<td>1210 Golden Gate Drive Papillion, NE 68046</td>
</tr>
<tr>
<td><strong>Additional Sites (if applicable)</strong></td>
<td></td>
</tr>
</tbody>
</table>
2 Statement of Work

This Statement of Work defines the tasks to be performed for Sarpy County, herein after referred to as (“Client”). Tasks to be performed, as well as the responsibilities of Client, are included in the Statement of Work.

The Services performed under this SOW are governed by and subject to the terms and conditions specified in Dell’s Commercial Terms of Sale available at www.dell.com/CTS or in hardcopy from Reseller upon request, and, is incorporated by reference in its entirety herein. The parties acknowledge having read and agree to be bound by such terms (the “Agreement”).

2.1 Term

The term of this SOW shall begin on the date of the last signature (“Effective Date”) as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Davenport Group completes the provision of Services in accordance with this SOW.

2.2 Scope

- Install and Configure VxRail Stretched Cluster
  - Reference Quote #RVLNQ1029 ($18,000)

2.3 Assumptions

Davenport Group has made the following assumptions while specifying the Services detailed in this Statement of Work:

- The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.
- Normal business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. local Client time. Services will be performed during normal business hours, unless mutually agreed upon.
- Service engagements will utilize full contiguous business days, unless mutually planned and agreed upon.
- Client’s network infrastructure is stable and is the same across all its sites.
- This Statement of Work includes travel to one domestic location within the continental United States. Travel to other locations is out of scope unless otherwise stipulated within this Statement of Work.
- Davenport Group is not responsible for resolving compatibility or other types of issues that cannot be resolved by the manufacturer, or for configuring
hardware or software in contradiction to the settings supported by the manufacturer.

- For a timely and successful implementation to occur both the Client and Davenport Group must work together and requests for assistance by Davenport Group need to be responded to in a timely manner. Client will work with Davenport Group to ensure that the necessary Client information, appropriate documentation, and the ability to gain access to the necessary Client resources, personnel, and facilities happen as promptly as possible.

- If issues present themselves that prevent the Client from meeting its obligations as set forth in this Statement of Work, Davenport Group may adjust the timeline or costs as necessary and will provide the Client notice of any changes.

- Davenport Group is not responsible for application malfunctions or conflicts between Client applications.

- Davenport Group engineers shall not perform engineering and/or consulting tasks that are outside their skill sets and experience. Davenport Group engineers may decline a service request if the request falls outside the scope of their experience and expertise.

3 Services

3.1 Planning

- Dialog with Client’s IT staff to determine design goals and project requirements that are agreed to by Davenport Group and the Client.
- Review existing environment for technical readiness requirements.
- Review installation requirements.
- Review network configuration.
- Review operating systems and application versions.
- Make recommendations for any environmental changes that may be required to ensure work herein is completed successfully.
- Create a timeline and task list.
- Ensure Client reviews, accepts and abides by the terms and conditions.

3.2 Dell EMC VxRail Stretched Cluster Services

- Implement a fully functioning VxRail Stretched Cluster environment
  - Installation and configuration of VxRail node(s)
    - Mount node(s) in appropriate rack and cable node(s) based on approved VxRail physical design
    - Configure VxRail cluster(s) per customer requirements
    - Verify all node(s) are added to the VxRail cluster(s)
    - Upgrade all node(s) to the latest software version
    - Create Stretched Clustering Fault Domains
Davenport Group Statement of Work

- **Installation and configuration of EMC Secure Remote Support (ESRS)**
  - Perform setup and verify activation is successful
  - Ensure support connectivity

- **Install Witness VM for VxRail Stretched Cluster at witness site**
  - Deploy OVA
  - Configure VxRail Witness

- **VxRail administration knowledge transfer**
  - Install and explore VxRail Manager
  - Review vCenter Management Interface
  - Review Storage Policy Based Management (SPBM) settings
  - Explore vMotion, HA, and DRS configuration/administration
  - Ensure customer knows how to create and manage VMs
  - Ensure customer knows how to contact support
4 Out of Scope

4.1 Excluded Services

Both Davenport Group and the Client acknowledge that only the services outlined in this Statement of Work will be performed by Davenport Group.

Out of scope:
- Network configuration will need to be complete prior to VxRail implementation. VxRail Networking Guide will be provided.

4.2 Change Management

The Change Management Process (“Change Management Process”) is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Scope, Assumptions, and Services described in this SOW.

Changes to scope beyond what is listed within this Statement of Work, must be documented in writing with a Request for Change Form (see Attachment B), and signed and approved by both parties as an amendment to this Statement of Work. If additional costs are applicable, they will be noted in the amendment.
5 Client Responsibilities

- Client will promptly notify Davenport Group in writing of a) any changes Client makes to its information technology environment ("Environment") that may impact Davenport Group’s performance of the Services; and b) if Client becomes aware that any of the Assumptions set forth herein are incorrect.

- Client will maintain a backup of all data and programs on affected systems prior to Davenport Group performing the Services and during the term of the SOW. Davenport Group will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.

- Prior to the start of this SOW, Client will provide to Davenport Group in writing contact information for a single point of contact (the “Client Contact”) who will ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact. Failure to do so might result in an increase in project hours and/or length in schedule.

- Client will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services (“Technical Contacts”). Davenport Group may request that meetings be scheduled with Technical Contacts.

- The Client Contact will have the authority to act for Client in all aspects of the Service including bringing issues to the attention of the appropriate persons within Client’s organization and resolving conflicting requirements.

- The Client Contact will ensure that any communication between Client and Davenport Group, including any scope-related questions or requests, are made through the appropriate Davenport Group project management personnel.

- The Client Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.

- The Client Contact will ensure attendance by key Client contacts at Client meetings and deliverable presentations.

- The Client Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.

- Client may be responsible for developing or providing documentation, materials and assistance to Davenport Group and agrees to do so in a timely manner. Davenport Group shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Client’s failure to provide such timely documentation, materials and assistance.

- Client will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.

- Client will inform Davenport Group of all access issues and security measures, and provide access to all necessary hardware and facilities.
Davenport Group Statement of Work

- Client is responsible for providing access to all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell’s requirements for the products and Services purchased.
- Client will secure applicable and appropriate data center rack space, electrical capacity, network capacity and required third-party hardware, software or documentation in advance of the installation date.
- It is the Client’s responsibility to obtain any and all prerequisite software licenses, certificates, codes, etc.
- If applicable, Client will have procured any required OS media, certificates, and product keys.
- If applicable, Client will locate OS certificates and register them online in order to generate appropriate license keys.
- If applicable, Client will ensure all required and/or appropriate Windows’ licenses have been purchased prior to doing any P2V conversion. Windows’ licenses purchased OEM with a physical server cannot be transferred to another server, physical or virtual.
- Client is responsible for all elements of system security. Industry best practices should be used for creating, issuing, managing, disabling, and revoking user IDs and passwords for Davenport Group personnel.
- Client will provide Davenport Group in writing with any restrictions or requirements regarding the Davenport Group consultant’s use of personal equipment in advance of the commencement of the project.
- Client will provide access to telephone if cellular phone service is not operational within the datacenter and/or work area.
- Client will provide a computer connected to Client’s network for the purpose of administration and testing. This computer needs to be freely available throughout the entire installation process.
- Client will load any patches or updates that may have been released subsequently after this Service is complete.
6 Acceptance and Authorization

This Statement of Work is approved by:

Sarpy County

Don Kelly

Sarpy County Board Chairman

January 23, 2018

Approved as to Form:

Ryan McCleary

Ryan McCleary

Project Manager

January 24, 2018
7 Attachment A: General Terms and Conditions

1. SERVICE
The following states the general terms and conditions under which we agree to perform certain services as described in the Statement of Work attached hereto. Signature of the Statement of Work by the parties, incorporate by reference these general terms and conditions and form the entire Agreement between the parties.

2. TAXES
Client agrees to pay all applicable taxes, which result from any transaction under this Agreement, excluding taxes based on net income of Davenport Group. If Client claims exemption from any such taxes, Client will provide Davenport Group with the documentation required, by the taxing authority, at point of purchase to support the exemption.

3. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY
DAVENPORT GROUP WARRANTS THAT SERVICE WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. IF ANY FAILURE TO MEET THE FOREGOING WARRANTY APPEARS WITHIN THIRTY (30) DAYS FROM THE DATE SUCH SERVICE IS FURNISHED, DAVENPORT GROUP SHALL RE-PERFORM THE SERVICE, INCLUDING REPLACEMENT OF FAILED PARTS PROVIDED AND INSTALLED BY DAVENPORT GROUP, OR REFUND THE AMOUNT PAID FOR SUCH SERVICE. THE FOREGOING SETS FORTH THE EXCLUSIVE REMEDIES AGAINST DAVENPORT GROUP FOR CLAIMS BASED ON A DEFECT IN SERVICES. DAVENPORT GROUP MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, INFRINGEMENT OR THE LIKE. DAVENPORT GROUP’S ENTIRE LIABILITY FOR ANY CLAIM, REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED $10,000.00 OR THE AMOUNT PAID FOR THE SERVICE PROVIDED, WHICHEVER IS LESS. IN NO EVENT WILL DAVENPORT GROUP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, THIRD PARTY CLAIMS, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF VALUE TO EQUIPMENT OR AFFILIATED COMPONENTS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PHYSICAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT.

4. INDEMNIFICATION
Each party (as “indemnitor”) agrees to indemnify, defend and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses liability, costs, or expenses (including reasonable attorney’s fees), hereinafter called “Claims”, arising out of bodily injury or death of any person or property damage, to the extent that such Claims are caused by the sole negligence, misconduct or other fault of the Indemnitor, its agents, employees or contractors. In no event will such liability of any kind include any special, incidental, or consequential damages.

5. CONFIDENTIALITY
Each party agrees to utilize reasonable efforts in preserving the confidentiality of proprietary data or information that is designated confidential and is submitted pursuant to this Agreement. Each party will be liable to the other party only in the event of a willful and material disclosure of such proprietary data or information.

6. NON-SOLICITATION
Each party agrees not to hire, contract, or take away or cause to be hired, contracted, or taken away, any employee or independent contractor from the other party, for a period of two years following termination of this agreement.

7. TERMINATION
Either party, upon thirty days prior written notice, may terminate this Agreement for failure of the other to comply with its Terms and Conditions.

8. GENERAL PROVISIONS
a. Client may not assign or otherwise transfer its obligations under this Agreement except with the written consent of Davenport Group, which shall not be unreasonably withheld.

b. Customer’s environment is as represented to Davenport Group at the time of execution of this SOW.

c. Davenport Group shall exercise commercially reasonable efforts to perform the services in a timely manner, but shall not be responsible for delays or failures to perform, which are due to causes beyond its reasonable control.

d. Davenport Group may use affiliates and subcontractors to perform the Services.

e. Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

f. Either party may bring no action under this Agreement more than one year after the cause of action has accrued.

g. If a court of competent jurisdiction deems any provision of this Agreement, invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the Agreement.

h. Any notice, under this Agreement, shall be in writing and shall be effective upon receipt via certified United States Mail or nationally recognized courier. All changes to this Agreement must be in writing and executed by both parties.

i. Client recently purchased services from Davenport Group. These Services are Dell services being resold by Davenport Group. The Dell services are described more specifically herein, and are governed by and subject to the terms and conditions of Dell’s Commercial Terms of Sale (DCTS) available at www.dell.com/CTS, including all terms and conditions incorporated by reference therein. Dell is a third party beneficiary and may enforce the terms hereunder. All credit, billing, and payment terms relating to your purchase will be as agreed between you and Davenport Group. If a conflict arises between the terms of this SOW and the DCTS, the following order of precedence shall be followed: first, the DCTS, and second this SOW. Any terms contained in any other agreement between Client and Davenport Group with respect to the provision of the Services that
attempt to supplement, modify or amend, or which are inconsistent or conflict with, the terms of this SOW or the DCTS shall not apply.
## 8 Attachment B: Request for Change Form

<table>
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<tr>
<td>RFC Number:</td>
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<tr>
<td>Create Date:</td>
</tr>
<tr>
<td>RFC Title:</td>
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<tr>
<td>SOW/Contract Title:</td>
</tr>
<tr>
<td>Customer Name:</td>
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<tr>
<td>Change Initiator: <em>(prepared by)</em></td>
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### SCOPE OF CHANGE

**Reason for Change:**

**Description of Desired Change:**

**Effect of Change:**

*In the fields below, identify impact to Budget, Schedule, Quality, Quantity, Resources, and Cost; insert n/a if not applicable*

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<tbody>
<tr>
<td>Quantity:</td>
<td>Resources:</td>
<td>Cost:</td>
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**Cost to be paid by:**

### TERMS & CONDITIONS AND SIGNATURE

This Request for Change Form ("RFC") is governed by and subject to the terms and conditions specified in the associated SOW. If applicable, the Agreement is incorporated by reference in its entirety into this RFC and the parties acknowledge having read and agree to be bound by the Agreement. In the event of a conflict or inconsistency between the provisions of this RFC and the provisions of the SOW or the Agreement, as the case may be, the provisions of this RFC will take precedence. Unless specified otherwise in the Reason for Change section, this RFC shall take effect on the latest signature date.

Signatures below evidence acceptance of the change detailed above.

<table>
<thead>
<tr>
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<th>Client</th>
</tr>
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<tbody>
<tr>
<td>Signature:</td>
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</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
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<td>Title:</td>
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</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
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Please fax/email signed copy to your Davenport Group Account Executive
Sarpy County

VxRail Installation Project

RVLNQ1029

Kristy Wilke
account executive

kristy.wilke@davenportgroup.com

cell: 651.571.0118

your davenport group representative

corporate: 877-231-9114
Prepared For:
Sarpy County
Mark Walters
1210 Golden Gate Drive
Papillion, NE 68046
US
mark@sarpy.com

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<tr>
<td>1</td>
<td>Implementation and Knowledge Transfer</td>
<td>$18,000.00</td>
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Total $18,000.00
Terms and Conditions

Terms of payment for products and maintenance are Net 15 from date of shipment, unless otherwise agreed upon. A second invoice for services will be issued upon completion of those services and the terms will be Net 15 from date of the invoice. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

*Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed beyond Customer organization, without the express prior written consent of Davenport Group.

Thank you for your business!

[Signature]

Date: January 23, 2018