

**Agreement Between the  
County of Monterey  
And  
CDW Government LLC**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “**County**” or “**Customer**”, and CDW Government LLC, an Illinois limited liability company with offices located at 230 N. Milwaukee Ave., Vernon Hills, IL 60061 hereinafter referred to as “**CONTRACTOR**” or “**Seller**”, together, the “**Parties**”, and each, a “**Party**”.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages the CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in EXHIBIT A, Statement of Work or SOW in conformity with the terms of this AGREEMENT. The Services are generally described as follows: **provide service to migrate Microsoft DDI to Infoblox DDI.**
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to the limitation set forth in this AGREEMENT. The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed **\$ 17,506.32.**
3. **TERM OF AGREEMENT.** The term of this AGREEMENT is from **July 1, 2017 to December 31, 2017**, unless sooner terminated pursuant to the terms of this AGREEMENT. This AGREEMENT is of no force or effect until signed by both CONTRACTOR and County and with the County signing last, and CONTRACTOR may not commence work before County signs this AGREEMENT.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this AGREEMENT:

**EXHIBIT A Statement of Work.**

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work

supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5.04. CONTRACTOR warrants that the Services will be performed in a good and workmanlike manner. County's sole and exclusive remedy with respect to this warranty will be, at the sole option of CONTRACTOR, to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty, or (b) refund amounts paid by County related to the portion of the Services not in substantial compliance; provided, in each case, County notifies Seller in writing within ten (10) business days after performance of the applicable Services.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County, that is due and payable within the time period specified on the invoice, measured from the date of the invoice, subject to continuing credit approval by CONTRACTOR. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall promptly certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. INTENTIONALLY OMITTED. CONTRACTOR represents that travel expenses are included in the price of services and will not seek separate reimbursement for travel.

## 7. TERMINATION.

7.01. During the term of this Agreement, either Party may terminate the Agreement for any reason by giving written notice of termination to the other Party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

1. 7.02. The County may cancel and terminate this Agreement for good cause effective upon thirty (30) days' prior written notice to CONTRACTOR, and Contractor will have thirty (30) days to remedy its performance. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided

under this Agreement. As provided in the attached Scope of Work, this Agreement can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

7.03 Effect of Termination. Upon termination, the County will pay CONTRACTOR for all Services performed and expenses incurred up to and including the date of termination. Upon termination, all rights of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implications are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, and this survival provision).

8. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, and employees from any third party claim, liability, loss, personal bodily injury or tangible personal property damage arising out of, or in connection with, negligence or willful misconduct in the performance of this Agreement by Contractor and/or its employees or sub-contractors while on site. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.
9. **LIMITATION OF LIABILITY.** CONTRACTOR's total liability, regardless of the form of action, will not exceed the fees to be paid by the County hereunder. In no event will CONTRACTOR be liable to the County for indirect, special, consequential or punitive damages incurred by the County including, without limitation, damages for delay, increased expenditures, loss of revenues, profits, data or use, even if CONTRACTOR has been advised of the possibility of such damages."
10. **INSURANCE.**

10.01. Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

10.02 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

10.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least one year following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

- 10.04. Other Insurance Requirements: All insurance required by this Agreement shall be with a company having the qualifications stated in section 10.02 of this Agreement and which is authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of ~~three~~ one years following the date CONTRACTOR completes its performance of services under this Agreement.

Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each

subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide a certificate of insurance including the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by CONTRACTOR'S insurance.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance as soon as commercially reasonable after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 11. RECORDS AND CONFIDENTIALITY.

11.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

11.02. County Records. When this Agreement expires or terminates and upon written request, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

11.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

11.04. Access to and Audit of Records. The County shall have the right to audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement one (1) time each twelve (12) month period, during the term of this Agreement, at a time mutually agreed upon by the County and CONTRACTOR during regular business hours. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

11.05. Royalties and Inventions. County, upon payment in full, shall have a royalty-free, non-exclusive and non-transferable license to use, internally, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

12. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this AGREEMENT, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this AGREEMENT to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of

this AGREEMENT. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless from any and all liability with County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Michael Gross	CDW Government LLC Attention General Counsel
Name and Title	Name and Title
1590 Moffett Street Salinas, Ca. 93905	2 Corporate Drive Ste 800 Shelton, CT 06484
Address	Address
(831)759-6941	(800)-808-4239
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR to the best of its knowledge represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County except to a successor in interest of CONTRACTOR. None of the services covered by Agreement Between County of Monterey and CDW-G.

this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.11 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



15.19 County Backups. County shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of Services and for any necessary reconstruction thereof.

**THIS SECTION INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**CONTRACTOR**

**CDW-Government LLC**

\_\_\_\_\_  
Contractor's Business Name\*

By: Tara K. Barberi  
(Signature)\*

\_\_\_\_\_  
Tara K. Barberi, Director, Capture  
Name and Title

Date: 4/19/2017

By: Victoria Bezzuto  
(Signature)\*

\_\_\_\_\_  
Victoria Bezzuto, manager, Proposals  
Name and Title

Date: 4/19/2017

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Exhibit A

## STATEMENT OF WORK

<b>Project Name:</b>	Infoblox Implementation	<b>Seller Representative:</b>
<b>Customer Name:</b>	County of Monterey (CA)	Jamie Southern 877.465.4269 jamisou@cdwg.com
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	March 28, 2017	<b>Solution Architect:</b> Beth Wilcox
<b>Version:</b>	2 – REQ13987	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and County of Monterey (CA) (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

Provider utilizes experienced Engineers, a mature process and a suite of pointed tools to facilitate the successful migrations from the legacy DDI solution to an Infoblox solution. Layered on top of this is a Project Governance function to ensure schedules are met, tasks completed and risk is managed. Our methodology can be defined in several steps:

- Project Governance
- Preparation
  - Grid setup/configuration
  - Pre-production data conversion
  - Testing/verification
- Execution
  - Migration planning
  - Production cutover support
  - Post-cut support and knowledge transfer

### ACRONYM DEFINITIONS

- DDI – Acronym for DNS, DHCP, and IPAM functionality
- DNS – Domain Name Service
- Microsoft “AD” Integrated ( “AD”– Active Directory)
- DHCP - Dynamic Host Configuration Protocol
- NIOS – Infoblox Network operating system.
- IPAM – IP Address management [https://en.wikipedia.org/wiki/IP\\_address\\_management](https://en.wikipedia.org/wiki/IP_address_management)
- T&E – Travel and Expenses
- CSV – Comma Separated Values
- VLAN – Virtual Local Area Network
- SKU – Stock keeping Unit – typical ter/acronym for the part number

- Bundled SKU – Bundle that includes the 5-days of professional services, travel and expenses at a fixed price.

Resource Role Estimates for the Project	Onsite	Remote	Total Number of Days
Project Management	NA	0	0
Engineering	2	3	5
Travel and Expenses Estimated for the Project	Trips	T&E Estimate (included with Bundles)	
Number of travel events for onsite days	1	Built into Prof Services Bundle SKU(s)	
Logistics for scoped work to be performed on-site (if required, otherwise all remote)			
Address for on-site work location		1590 Moffett St, Salinas, CA 93905	

### PROJECT REQUIREMENTS

The tasks specifically stated below as being performed by Provider in this SOW is based upon information gathered from the Customer and are covered under the time and fee estimates of this SOW.

Area	Service	In Scope
<b>Project Governance</b>		
	Project Initiation	<input checked="" type="checkbox"/>
	Project Management	<input type="checkbox"/>
<b>DDI Migration</b>		
	External Authoritative DNS	<input type="checkbox"/>
	Internal Authoritative DNS	<input checked="" type="checkbox"/>
	Caching/Recursive DNS	<input type="checkbox"/>
	Internal DHCP	<input type="checkbox"/>
<b>DDI Security</b>		
	External Advanced DNS Protection (ADP)	<input type="checkbox"/>
	Internal Advanced DNS Protection (ADP)	<input type="checkbox"/>
	DNS Firewall	<input type="checkbox"/>
	DNS Firewall w/FireEye Integration	<input type="checkbox"/>
	DNSSEC	<input type="checkbox"/>
	Captive Portal	<input type="checkbox"/>
<b>IPAM</b>		
	Basic IPAM Data Assistance	<input type="checkbox"/>
	Advanced IPAM Data Assistance	<input type="checkbox"/>
	IPAM for Microsoft	<input type="checkbox"/>
	Network Insight	<input type="checkbox"/>
	VMWare Plug-in	<input type="checkbox"/>
<b>Other</b>		
	Reporting Server	<input type="checkbox"/>
	DNS Traffic Control (DTC)	<input type="checkbox"/>

### OUT OF SCOPE ACTIVITIES

Tasks not specifically stated as being performed by Provider in this SOW are outside of the scope of this project and are not covered under the time and fee estimates of this SOW. Unless specified

in a section of this SOW, the Services do not include custom work for scripting, documentation or workshop.

This SOW does not include allocated time for training, formal courses, education materials or certification, however in the course of working with Provider on project tasks, Provider expects to provide knowledge transfer (i.e., informal opportunities to instruct Customer personnel on relevant Infoblox product functions) in the areas identified in this document.

**CURRENT CUSTOMER ENVIRONMENT INVENTORY**

Customer has chosen to migrate the following components of these legacy systems to the Infoblox Grid architecture:

DNS Services to be Migrated					
Legacy Platform to be Migrated to Infoblox	Number of Servers			Other Components	
	External	Internal	Recursive	# Views/AD Forests	# Zones/AD Domains
Microsoft AD Integrated	0	3-5	3-5	1	~5
	0	0	0	<input type="checkbox"/>	<input type="checkbox"/> PXE/Other

**DESCRIPTION OF WORK**

PROJECT GOVERNANCE

The Provider Project Manager will be the point of contact for all project related matters and liaise with the Customer Project Manager/Lead to provide the following assistance throughout the life of the project:

- Project Initiation
  - Facilitate a Project Kick-off call to:
    - Review SOW and project objectives
    - Identify project timelines
    - Identify contact information for key project personnel in technical roles
    - Establish next steps
  - Provide e-mail summary to Customer

Project Management, as described below, is specifically excluded unless the Project Management SKU is indicated in the Fees/Estimates section of this document. Please contact the Provider account representative, as identified in this document, if this is required.

- Project Management
  - Project Plan Development
    - Identify project timeline, tasks and key dates
    - Assist Customer Project Manager with Project Plan development
    - Assist Customer Project Manager with Project Plan updates
  - Project status reporting
    - Provide project status on a mutually agreed upon interval
    - Coordinate project touch points with the customer Project Manager/Lead
    - Work with both technical teams to keep up to date
  - Issue/Risk management
    - Identify project timeline or issue risks

- Communicate with customer Project Manager/Lead in a timely manner
- Escalate within Provider as required to facilitate resolution
- Project closeout
  - Review project delivery
  - Wrap-up

**DDI MIGRATION**

**REMOTE GRID IMPLEMENTATION AND DDI MIGRATION PREPARATION**

The tasks associated with the deployment, configuration, and implementation of the proposed Grid require testing to help determine their completeness and accuracy. Provider will work with Customer to define the tasks and processes that are required to implement the Grid in a pre-production state.

Provider will perform pre-deployment conversion and testing of the Customer supplied legacy data to verify the data migration methodologies within them are sound, repeatable, import data as expected, and provide for the retirement of the legacy systems within acceptable Customer maintenance windows. The objective of the testing is to exercise the migration process such that critical segments of the migration strategy are tested and validated.

To this end, Provider will remotely perform testing in the Infoblox data migration lab environment. During this testing, Provider will verify that Customer’s data imports successfully into the Grid, and configuration parameters are maintained. This testing also helps to determine the data migration process itself is sound with regard to Customer’s data set.

The following migration strategies will be developed as a result of this work:

Area	Grid Function	Currently Implemented	To Be Migrated
	Internal Authoritative DNS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Recursive DNS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Caching DNS	<input type="checkbox"/>	<input type="checkbox"/>
DHCP	Internal DHCP	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**CUSTOMER SPECIFIC GRID CONFIGURATION DETAILS**

The list below is based on information gathered as of the acceptance of this document for specific Grid configurations to be considered for preparation of the production Grid build.

Area	Grid Function	Currently Implemented	To Be Implemented
Grid	NIOS Version	NA	6.x <input type="checkbox"/> 7.x <input checked="" type="checkbox"/>

**PRODUCTION CUTOVER SUPPORT**

Provider will work with Customer to configure the Grid, as well as perform the migration through which the legacy systems are replaced. Prior to the migration, Provider will work with Customer to configure all Infoblox appliances and verify Grid base configurations are complete.

The Provider best practice for cutover events is to minimize the number of events if possible to reduce risk. The Customer has confirmed the following migration cutover event(s) are targeted for completion as part of this SOW:

Confirmed Cutover Events	DDI Services Enablement – Select all services planned per event				Confirmed Logistics	
	Recursive DNS	Ext Auth DNS	Int Auth DNS	DHCP	On-site	Weekend
Cutover #1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cutover #2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cutover #3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### KNOWLEDGE TRANSFER

Provider will provide knowledge transfer on general Grid management functions including:

- Grid Management
  - Managing basic Grid configurations:
    - Grid backup/restore.
    - Download Grid Member support bundle.
    - Grid software upgrade process.
  - Managing DNS configurations:
    - DNS properties.
    - Name Server Groups.
    - Zones.
    - Resource Records.
  - Managing DHCP configurations:
    - DHCP properties.
    - Networks.
    - Ranges.
    - Options.
    - Failover Associations.

#### IPAM SOURCE DATA NORMALIZATION – AS PROJECT TIME IS PERMITTED/SCOPED

The tasks associated with the normalization of IPAM data into the proposed Grid require analysis, data massaging and Customer verification to help determine their completeness and accuracy. Provider will work with Customer to normalize their IPAM data for import into the Grid as project time permits. These procedures include:

- Analyze IPAM data spreadsheets.
  - Based on the agreed upon IPAM design determine
    - IPAM data with different values
    - Normalize data to Customer approved values
    - Update spreadsheet
  - Provide spreadsheet for Customer review

The result of these tasks is IPAM data set that can then be used by the customer to import their IPAM data into the Grid.

## KNOWLEDGE TRANSFER

Provider will provide knowledge transfer on general Grid management functions including:

- Extensible Attributes.
- Smart Folders.
- CSV Import Tool.

## RESPONSIBILITIES

This section of the document describes Provider and Customer responsibilities to identify mutual dependencies, responsibilities and to facilitate project success.

### PROVIDER RESPONSIBILITIES

- General
  - Provide point of contact for Customer project team
  - Provide qualified resource to perform scoped activities
    - Provider personnel will perform the engagement both off-site and on-site at Client location.
- Initial Grid Configuration
  - Provide appliance deployment procedures.
  - Provide assistance with base Grid configuration.
- DDI Migration
  - Data Preparation
    - Data Gathering for legacy environment
      - Provide guidance on legacy system data extraction procedures.
    - Pre-production data preparation
      - Pre-production data testing and verification.
      - Review pre-production dataset with Customer for verification/validation.
    - Cutover window planning
      - Review legacy system timers/settings to be modified to support the cutover.
      - Review cutover window process.
      - Review Customer created test plan with Customer.
  - Production Change
    - Final Grid configuration.
      - Per provided Customer information.
    - Final data preparation.
      - Final data conversion and import.
      - Pre migration data validation testing.
    - Cutover Support
      - Grid migration cutover support.
      - Post migration testing and monitoring.



## CUSTOMER RESPONSIBILITIES

- General
  - Provide resource(s) to work with Provider on scoped activities
  - Provide point of contact for Provider project team
  - Establish Infoblox Support account and verify login
- Initial Grid Configuration
  - Physical installation of appliances:
    - Physical installation in racks.
    - Physical powering.
    - Physical connection to the network (connection of network cables).
  - Base appliance configurations to:
    - Create initial Grid:
      - Setting of initial network parameters as defined in Infoblox Administration Guide.
      - Setting of initial Grid parameters as defined in Infoblox Administration Guide.
      - Apply Infoblox licenses to all devices.
    - Establish High Availability (HA) configuration as required.
    - Upgrade Grid software to the agreed upon version.
  - Network infrastructure changes for Infoblox Grid communication:
    - Routing/Firewall changes.
    - Switch and VLAN configurations.
  - Test/verify base Grid functionality to facilitate Grid functionality
    - Grid Master (GM)/Grid Master Candidate (GMC) failover/failback testing
    - High Availability (HA) failover/failback testing
- DDI Migration
  - Data Preparation
    - Data Gathering for legacy environment
      - Initial/additional data export from legacy systems per Provider provided instruction.
      - Data conversion requirements.
    - Pre-production data preparation
      - Access to the Customer technical team to review migration data issues with Provider in a timely and responsive manner.
      - Access to the Customer technical team for review of data migration issues to facilitate the lab testing in a timely and responsive manner.
    - Cutover window planning
      - Identify legacy systems to be modified to support the cutover.
      - Identify cutover window change management process.
      - Create test plan to identify success criteria and support personnel required to facilitate success.
  - Production Change

- Final data preparation
  - Establish change freeze in preparation for production cutover event.
  - Final data export from legacy systems per Provider provided instruction.
  - Access to the Customer technical team for review of final data migration results to facilitate the production cutover in a timely and responsive manner.
- Cutover support considerations
  - Execute Customer created test plan.
  - Provide appropriate support personnel during production cutover to facilitate testing and remediate issues.
    - Networking.
    - Security.
    - Desktop.
    - Application(s).
    - Others as identified by the project team.
  - Legacy system changes to support the production cutover (as required):
    - Retirement of legacy servers/services.
    - Configurations to legacy servers.
    - Configurations to legacy services.

## **ASSUMPTIONS**

- General
  - Customer will provide Provider with access to detailed information regarding current IT infrastructure, DNS requirements, DHCP requirements, DNS naming structure and configuration, both internal and external, DHCP structure and configuration, and any other pertinent information related to this project.
  - Provider understands that Customer's IT services should not be disrupted during identified periods of time; Provider will perform the services in a manner designed to avoid such disruption.
  - All nonpublic information provided by Customer during the course of this engagement is considered confidential, including documentation, data, information and conversations associated with the Services.
  - Provider will provide a secure file transfer mechanism as required and will not share this information with other parties except with the written consent of Customer.
- Working Environment
  - Appropriate office space, telephones, and access to file and print services will be provided to Provider personnel working on site.
  - Network access to all Infoblox systems being configured and Internet access for Provider personnel via the Provider personnel's laptop.

- Provider can make the Provider company issued laptop available for network scanning if requested. No access to internal data on the laptop will be made available for scanning.
- This network access will also include access to the Internet for the purposes of testing, obtaining software updates, essential communications, and technical research.

Customer acknowledges these access requirements are critical to Provider personnel activities, and that scenarios that differ from this can significantly reduce the productivity of Provider personnel, and may increase the time and fees estimated in this SOW

- Documentation
  - Unless specifically scoped, no formal documentation will be provided for this project.
  - Infoblox product and technical documentation can be found at: <https://support.infoblox.com>.
- Knowledge Transfer
  - The project knowledge transfer is neither intended to be a replacement for formal training, nor allotted dedicated time during this project.
  - Provider offers formal training programs for administrators, it is highly recommended that Customer take advantage of this training prior to initiation their Infoblox project.
  - Infoblox Training courseware information can be found at <https://training.infoblox.com>.
- Scheduling Policy
  - Provider will make commercially reasonable efforts to schedule a resource to work with Customer within four to six (4-6) weeks of the receipt of the Statement of Work and accepted Purchase Order at Provider.
  - Provider requires at least fifteen (15) days prior notice to cancel or reschedule Service dates that have been scheduled by Customer;
  - For scheduled Service days that are canceled or rescheduled by Customer with less than ten (10) business days prior notice Customer may incur additional consulting time and travel expenses for:
    - The canceled/rescheduled Service days if Provider is not able to reassign the personnel to another project, and any travel expenses that cannot be canceled or refunded.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

#### PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$17,506.32 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 7 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

<b>Unit Type</b>	<b>Unit Rate</b>	<b>Billable Units</b>	<b>Subtotal</b>
IB-SVC-PS-BUNDLE-DAILY – Per Day	\$2,872.88	5	\$14,364.40
IB-SVC-PS-BUNDLE-EXTRA-DAY – Per Day	\$1,570.96	2	\$3,141.92
<b>Estimated Totals</b>		<b>7</b>	<b>\$17,506.32</b>

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

#### **EXPENSES**

Travel time and direct expenses are included within the day units.

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. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## EXHIBIT A

**Customer-Designated Locations**

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

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
County of Monterey 1590 Moffett St, Salinas, CA 93905	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work