



## STATEMENT OF WORK

<b>Project Name:</b>	AWS Disaster Recovery Build & Integration	<b>Seller Representative:</b>
<b>Customer Name:</b>	ALLAN HANCOCK COLLEGE	Brad Bacon
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (818) 254-1703 bbacon@cdw.com
<b>Subcontractor:</b>	WSM International	<b>Solution Architect:</b>
<b>SOW Created Date:</b>	August 13, 2020	
<b>Drafted by:</b>	Rebecca Kerlin	

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 ALLAN HANCOCK COLLEGE (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (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. References in the Agreement to a SOW or a Work Order apply to this SOW.

## PROJECT DESCRIPTION

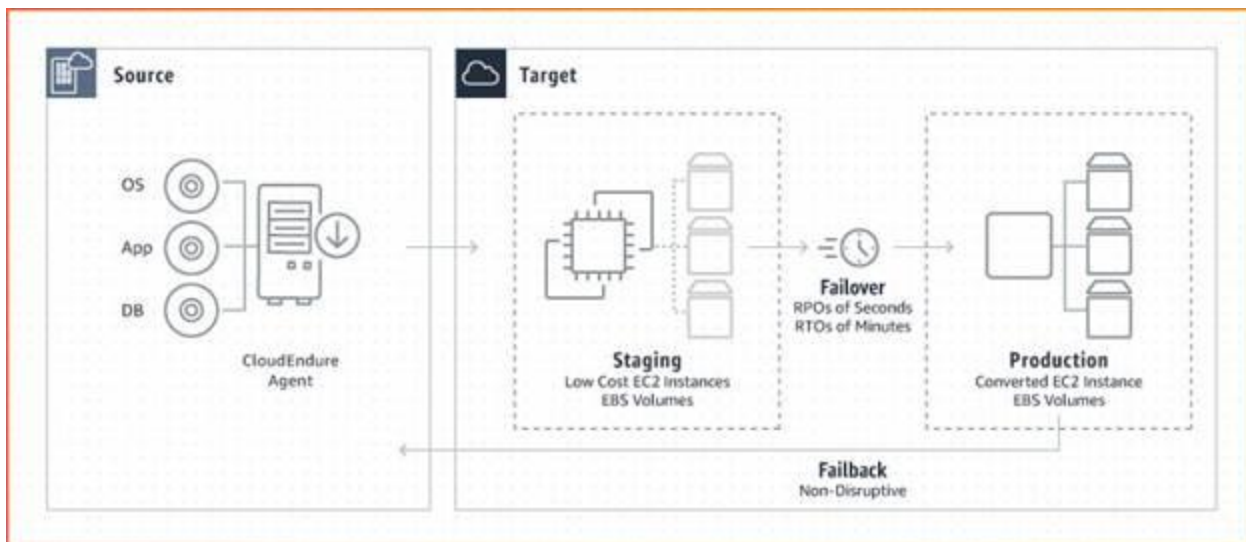
### PROJECT SCOPE

#### SERVICES

Subject to the other provisions of this SOW, Provider will provide the following services

Provider will create an AWS-based Disaster Recovery solution for Customer, to allow Customer to leverage enterprise-grade disaster recovery and backup capabilities in a DC-to-Cloud configuration utilizing CloudEndure. Provider will create a solution that replicates in-scope machine images and data to AWS to allow for failover during Business Continuity/Disaster Recovery events.

The following will be delivered as a Time & Materials engagement.



## IN SCOPE

- Provider will Set up AWS disaster recovery site for Customer including
  - VNet
  - Services
  - Accounts
- Work with Customer to configure CloudEndure to replicate to AWS target to meet/exceed
  - RPO of 2 hours
  - RTO of next business day
- Validate AWS DR environment is functional and meets RTO/RPO requirements
- Create DR Failover Runbooks

## PROJECT KICKOFF

- Prerequisite Validation
- Environment Review
- Review project goals
- Kick Off Meeting
- Outline implementation plan

## IMPLEMENTATION

- Create AWS Environment
- Assist AHC with VPN tunnel set up (AHC campus to AWS)
- Configure CloudEndure replication with Customer
- Setup Testing environment
- Release the environment to Customer for testing
- Remediate any issues after testing
- Coordinate and execute the Go-Live event

## OUTCOMES

- Provider will provide a working AWS-based Disaster Recovery site for Customer
- Documentation or other artifacts created during delivery

## ASSUMPTIONS AND CUSTOMER RESPONSIBILITIES

1. Work will be done remotely or if on-site work is required, Provider will coordinate with Customer in advance
2. All work will be performed according to a schedule agreed upon by both parties
3. Customer will respond to Provider's meeting requests, or requests for information within one (1) business day.
4. All work is performed during Provider's normal business hours (7 AM PST to 4 PM PST, Monday through Friday, excluding National US Holidays)
5. Customer will provide access to servers as required for Provider's team to perform tasks as outlined
6. Customer will provide a single point of contact through which all activities will be coordinated and scheduled.
7. All servers are running supported software
8. Sufficient network bandwidth is in place
9. Customer will provide Provider access to AWS accounts once provisioned
10. Customer will be responsible for ongoing management of AWS
11. Provider will not modify any application code as part of this engagement.
12. Provider will not modify existing production instances.
13. DR Site build will not be started until Customer has signed off on AWS architecture and strategy.
14. RPO of 2 hours and RTO of 1 business day
15. Customer responsible for OS and application troubleshooting

## OUT OF SCOPE

Provider International is responsible for performing only the consultative activities described In Scope. Anything not explicitly identified as In Scope, are excluded from the Services and are out of Scope including:

1. WAN architecture is outside of scope for Provider

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

Item	Description	Format
Documentation	Artifacts and documentation related to AWS Disaster Recovery environment.  DR Failover Runbooks	Word

## 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.

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **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.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

## 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.

## 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 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 below).

Services Fees of \$53,065.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 234 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services. Customer and Seller agree that during the performance of Services hereunder there will at all times be an agreed limitation on the amount of Consultant Fees that are approved for invoicing (“Approval Limit”). Upon execution of this SOW, the parties acknowledge and agree that there is an initial Approval Limit in the amount of \$53,065.00 (“**Initial Approval Limit**”) and that the Initial Approval Limit may be increased from time to time upon Customer’s written consent by a superseding Approval Limit (in each instance, an “**Updated Approval Limit**”). If the Services are not complete when the total Consultant Fees equal, as applicable, the Initial Approval Limit or the most recent Updated Approval Limit, and if Customer does not approve Seller’s request to increase the then-current Approval Limit, Seller will not invoice Customer for any Services Fees that exceed the applicable Approval Limit, and Seller will not be responsible for completion of the Services specified in the Project Summary.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 7:00 a.m. to 4:00 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.

Upon notice, Seller may adjust the rates below, 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 below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

<b>Unit Type</b>	<b>Unit Rate</b>	<b>Billable Units</b>	<b>Subtotal</b>
Technical Writer – Per Hour	\$185.00	8	\$1,480.00
Project Manager – Per Hour	\$195.00	39	\$7,605.00
Senior Engineer – Per Hour	\$220.00	144	\$31,680.00
Principal Engineer – Per Hour	\$340.00	27	\$9,180.00
Senior Project Manager – Per Hour	\$195.00	16	\$3,120.00
<b>Estimated Totals</b>		<b>234</b>	<b>\$53,065.00</b>

## **EXPENSES**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## **TRAVEL NOTICE**

The parties agree that there will be no travel required for this project.

## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).



# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**ALLAN HANCOCK COLLEGE**

By:   
Susan Lusk (Aug 27, 2020 12:26 CDT)

By:   
Eric Smith (Aug 26, 2020 13:18 PDT)

Name: Services Contracts Manager

Name: Eric Smith

Title: Services Contract Manager

Title: Associate Superintende

Date: Aug 27, 2020

Date: Aug 26, 2020

Mailing Address:  
200 N. Milwaukee Ave.  
Vernon Hills, IL 60061

Mailing Address:  
800 S COLLEGE DR, ACCOUNTS PAYABLE  
SANTA MARIA, CA 93454-6399

# EXHIBIT A

## CUSTOMER-DESIGNATED LOCATIONS

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

<b>Location(s)</b>	<b>Address</b>
Allan Hancock College - Main Campus	800 S. College Drive, Santa Maria, CA 93454