THE CITY OF COLUMBUS

MICHAEL B. COLEMAN, MAYOR

SourceOne Implementation
Professional Services – Statement of Work

Prepared for:

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Engagement Structure

OVERVIEW

The services described herein detail the professional services to be performed for The City of Columbus, Ohio (hereafter, "City of Columbus" or "Customer").

The services detailed herein were part of the City of Columbus Archiving RFP response. This services engagement provides:

- *Implementation for SourceOne EM 6000 User Base Tier 2* and includes two 1000 user add-ons - *PS-BAS-S1A2*
- *Implementation for SourceOne File Archive QuickStart - PS-BAS-S1FI*
- *Implementation for SourceOne Discovery Manager for DM 6000 User Base Tier 2* and includes two 1000 user add-ons - *PS-BAS-S1D2*
- *Implementation for Cloud Tiering Appliance/VE*

PROJECT DESCRIPTION

The ***Implementation for SourceOne EM 6000 User Base Tier 2*** and includes two 1000 user add-ons - *PS-BAS-S1A2* service offering installs a SourceOne archival solution consisting of a single SourceOne master server, and up to 5 worker servers with software connectivity to a single Microsoft Exchange server at a single site. Implementation services include the planning, installation, and configuration for SourceOne software on pre-qualified server hardware or virtual machines provided by the Customer. The service addresses the processes, procedures and tasks for a complete and comprehensive implementation at a single site for an environment capable of supporting up to 8000 mailboxes.

The City of Columbus, Ohio, has requested that a 100 user pilot be conducted as part of this project. Professional Services will design and build the environment for the entire user population, and provide a configuration that will support the initial 100 users and can be expanded by simply adding mailbox users to the deployment.

The ***Implementation for SourceOne File Archive QuickStart*** - *PS-BAS-S1FI* service offering installs a SourceOne archival solution, consisting of a single SourceOne Master Server or SourceOne Worker server and software connectivity at a single site. This service includes the planning, installation, and configuration of SourceOne software on pre-qualified server hardware provided by the Customer. The service addresses the processes, procedures, and tasks for a complete and comprehensive implementation at a single site for an environment capable of archiving 10 TB of file data.

The ***Implementation for SourceOne Discovery Manager for DM 6000 User Base Tier 2*** includes two 1000 user add-ons - *PS-BAS-S1D2*. These services provide for the implementation of EMC SourceOne Discovery Manager for Customers with up to 10,000 email users at a single site. The service for the City of Columbus will include design and build for up to 8000 users.

The *Implementation for Cloud Tiering Appliance/VE* (CTA/VE) service installs up to two Cloud Tiering Appliance/VE virtual machines in a High Availability (HA) configuration at a single data center. If the Customer chooses not to have a HA configuration, only a single CTA/VE virtual machine will be installed. CTA/VE is implemented in a Network Attached Storage (NAS) environment that contains supported primary and secondary storage. The Cloud Tiering appliance can support file tiering from primary VNX NAS storage to secondary storage for operational efficiency and storage cost management.

PROJECT SCOPE

EMC personnel or authorized agents shall work closely with Customer staff to perform the following services ("**Services**") subject to the Customer satisfying the "Customer Responsibilities" specified herein.

Implementation for SourceOne EM 6000 User Base Tier 2:
- Conducts the project kickoff meeting.
- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the Customer, and provides the Customer with a list of required or beneficial updates.
- Plans and estimates schedule for the installation and configuration tasks for the service.
- Identifies the messaging, database, and storage system administrator resources and availability.
- Identifies the Subject Matter Experts (SMEs), DBA and storage system administrator resources and availability.
- Determines and reviews required staffing levels with the Customer.
- Schedules the implementation activities to minimize Customer business disruptions.
- Reviews and validates the Customer's high level requirements and planned use of SourceOne features and functions.
- Validate the server counts with the model provided in this Service Brief, against the Customer's volumes and SLAs.
- Reviews the EMC SourceOne testing requirements with the Customer-assigned resource(s).
- Executes against the SourceOne pre-implementation task list.
- Runs SourceOne scripts to establish databases on Customer supplied physical host with Microsoft SQL Server installed and configured.
- Installs and configures up to one instance of SourceOne Email Management Master/Worker Server software on a Customer supplied host.
- Installs and configures up to three instances of SourceOne Email Management Worker Server software on a Customer-supplied host.
- Installs and configures SourceOne Standard Reporting.
- Configures up to two archive folders.
- Configures SourceOne for co-existence with EmailXtender (only if EX is installed).
- Installs and configures one instance of the SourceOne management console application.
- Configures Journaling and/or Historical Archiving.

- Configures Retention Policies.
- Configures shortcutting per the defined shortcutting policy.
- Installs and tests five Offline Access end user clients.
- Completes and Delivers the *Operations Guide*.
- Completes and delivers the *Test Plan*.
- Completes and delivers the *Configuration Guide*.
- Coordinates project closeout, review and sign-off.
- Conducts a basic product Functional Overview to familiarize the Customer with the implemented EMC SourceOne Email Management environment, demonstrating the normal EMC SourceOne Email Management operations as installed in the Customer's environment.
  - **Note:** *Such Functional Overview relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC and AdvizeX strongly encourage attendance at Customer Education classes to gain further insight into the product architecture and its integration.*

Implementation for SourceOne File Archive QuickStart:
- Conducts the project kickoff meeting.
- Meets with the Customer to ensure that the environment and operational implementation requirements (for example, hardware, software, and infrastructure) are met by the Customer and provides the Customer with a list of required or beneficial updates.
- Plans and estimates a schedule for the installation and configuration tasks for the service. Determines and reviews required staffing levels with the Customer.
- Schedules the implementation activities to minimize Customer business disruptions.
- Reviews and validates the Customer's high-level requirements and planned use of SourceOne features and functions.
- Validates the server counts against the Customer's volumes and Service-Level Agreements.
- Reviews the EMC SourceOne testing requirements with the Customer-assigned resource(s).
- Executes against the SourceOne pre-implementation task list.
- Runs SourceOne scripts to establish databases on the Customer-supplied physical host that have Microsoft SQL Server installed and configured.
- Installs and configures up to one instance of SourceOne file archive Master Server software on a Customer-supplied host.
- Installs and configures up to four instances of SourceOne file archive worker server software on a Customer -supplied host.
- Configures SourceOne file archival of up to 10 TB of data.
- Installs and configures SourceOne standard file archive reporting.
- Configures up to two archive folders with the following components: Configures up to two mapped folders and map these to the particular archive folder. Defines users and groups with associated permissions for each mapped folder. Configures up to two Organizational Policies. Defines and configures up to two file system archiving activities.

- Installs and configures one instance of the SourceOne management console application.
- Configures file archive retention policies
- Completes the *Operations Guide* to include File Archiving
- Completes and delivers the *Test Plan*
- Completes and delivers the *Configuration Guide*
- Coordinates project closeout, review, and signoff
- Conducts a basic product Functional Overview to familiarize the Customer with the implemented EMC SourceOne for Files environment, demonstrating the normal EMC SourceOne for Files operations as installed in the Customer's environment.
  - o **Note:** *Such Functional Overview relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC and AdvizeX strongly encourage attendance at Customer Education classes to gain further insight into the product architecture and its integration.*

Implementation for SourceOne Discovery Manager for DM 6000 User Base Tier 2 and two 1000 user add-ons - PS-BAS-S1D2:
- Conducts the project kickoff meeting.
- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the Customer, and provides the Customer with a list of required or beneficial updates.
- Plans and estimates a schedule for the installation and configuration tasks for the service.
- Identifies the messaging, database, and storage system administrator resources and availability.
- Identifies the Subject Matter Experts (SMEs), DBA and storage system administrator resources and availability.
- Determines and reviews required staffing levels with the Customer.
- Schedules the implementation activities to minimize Customer business disruptions.
- Reviews and validates Customer high level requirements and planned use of SourceOne Discovery Manager's features and functions.
- Validate the server counts with the models provided in this *Service Brief*, against the Customer's volumes and SLAs.
- Reviews the EMC SourceOne Discovery Manager testing requirements with the Customer-assigned resource(s).
- Runs SourceOne scripts to establish databases on Customer-supplied physical host with Microsoft SQL Server installed and configured.
- Installs and configures up to one instance of SourceOne Discovery Manager Server software.
- Configures up to two Legal Hold folders.
- Discusses best practices and reviews software modules installed.
- Completes *Operations Guide*.
- Completes and delivers the *Test Plan*.
- Completes and delivers the *Configuration Guide*.
- Coordinates project closeout, review and sign-off

- Conducts a basic product Functional Overview to familiarize the Customer with the implemented EMC SourceOne Discovery Manager environment, demonstrating the normal SourceOne Discovery Manager operations as installed in the Customer's environment.
  - *Note: Such Functional Overview relates to the Customer's archive environment and is not a substitute for the formal EMC product Customer Education courses available. EMC and AdvizeX strongly encourage attendance at Customer Education classes to gain further insight into the product architecture and its integration.*

Implementation for Cloud Tiering Appliance/VE **(CTA/VE):**
- Meets with the Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by the Customer, and provides the Customer with a list of required or beneficial updates.
- Plans and estimates a schedule for the installation and configuration tasks for the services.
- Installs and configures required *EMC Implementation for Cloud Tiering Appliance/VE*.
- Reviews the EMC *Implementation for Cloud Tiering Appliance/VE* testing requirements with the Customer-assigned resource(s). Provides the Customer with the *Configuration Guide*.
- Configures one or two virtual machines to support Cloud Tiering Appliance/VE on a Customer-supplied VMware server.
- Defines up to four pre-existing file systems with Cloud Tiering Appliance archive policy with the Customer (CIFS or NFS).
- Validates or configures the Celerra or VNX FileMover and connections for the Cloud Tiering Appliance.
- Configures the defined Cloud Tiering Appliance callback daemon.
- Configures the Cloud Tiering Appliance source and destination/repository for archiving.
- Configures up to four archiving policies for four defined file systems for archiving.
- Reviews archive policy criteria and schedule requirements with Customer.
- Configures the archiving expression.
- Configures the schedule per the Customer's site requirements.
- Configures up to two Centera pools and profiles if required (only when PEA authentication method is being used).
- Validates the Cloud Tiering Appliance implementation using the *Test Plan*.
- Conducts a basic product Functional Overview to familiarize the Customer with the implemented *Implementation for Cloud Tiering Appliance/VE*, demonstrating the normal *Implementation for Cloud Tiering Appliance/VE* operations as installed in the Customer's environment.
  - *Note: Such Functional Overview relates to the Customer's storage environment and is not a substitute for the formal EMC product Customer Education courses available. EMC and AdvizeX strongly encourage attendance at Customer Education classes to gain further insight into the product architecture and its integration.*

DELIVERABLES

The deliverables associated with the *Implementation for SourceOne EM 6000 User Base Tier 2* aspects of the engagement are:

- Test Plan, which may include a basic Functional Overview to demonstrate EMC Implementation for SourceOne DM 6000 User Base Tier 2 capabilities.
- Configuration Guide documenting the implementation described in the "Project Scope" section above.
- Operations Guide

The deliverables associated with the *Implementation for SourceOne File Archive QuickStart* aspects of the engagement are:

- Test Plan, which may include a basic Functional Overview to demonstrate EMC *Implementation for SourceOne File Archive QuickStart* capabilities.
- Configuration Guide documenting the implementation described in the "Project Scope" section above.
- Operations Guide

The deliverables associated with the *Implementation for SourceOne DM 6000 User Base Tier 2* aspects of the engagement are:

- Test Plan, which may include a basic Functional Overview to demonstrate EMC Implementation for SourceOne DM 6000 User Base Tier 2 capabilities.
- Configuration Guide documenting the implementation described in the "Project Scope" section above.
- Operations Guide

The deliverables associated with the *Implementation for Cloud Tiering Appliance/VE* aspects of engagement are:

- Test Plan, which may include a basic Functional Overview to demonstrate Implementation for Cloud Tiering Appliance/VE capabilities.
- Configuration Guide documenting the implementation described in the "Project Scope" section above.

EXCLUSIONS

The following elements are excluded from the services proposed in this Statement of Work:

- Any additional hardware, software, or network configuration not listed in this Statement of Work.
- Any change to the hardware, software, or network configuration listed in this Statement of Work.
- Modification of the Customer's application software.
- Development of custom solutions including without limitation, scripting.
- Multiple, basic installation services requiring project management services.

If any of the above elements must later be brought into the scope of this project, the Change Management Process will be invoked to address the required changes.

SERVICE SCHEDULE

The anticipated Service start date is within two (2) weeks or a mutually agreed upon start date after receipt and approval by AdvizeX of the Customer's purchase order for this Service.
Customer shall have twelve (12) months from the date of AdvizeX's invoice to use the Services described herein ("Service Period"). This Service shall automatically expire on the last day of the Service Period if Customer fails to use this Service within the Service Period, unless otherwise agreed by AdvizeX. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of this Service.

Governance

TERMS AND CONDITIONS

AdvizeX and The City of Columbus acknowledge and agree to the following terms and conditions:

- The Contract for Services between AdvizeX and City of Columbus supersede and enhance the terms below.
- This proposal contains proprietary information of The City of Columbus and AdvizeX and may not be reproduced or shared without the advance written consent of both parties, except for disclosure required by Ohio Public Records law. In the event of a public information request pursuant to Ohio Public Records law, the City will provide AdvizeX with notice and reasonable time to seek injunctive relief, prior to disclosing AdvizeX proprietary information.
- This proposal has been prepared based on information supplied by The City of Columbus and on our observations, and contains our entire proposal. No representations, undertakings, agreements, terms, or conditions exist other than those contained in the Contract for Services and this proposal.
- Any errors or omissions in this document should be deemed mechanical and will be corrected upon discovery.
- This proposal and associated price quotation are valid for a period of 180 days from the date listed on the cover page ofthe AdvizeX proposal submitted in response to RFP SA005020.
- Resources utilized in the delivery of this engagement are restricted to standard business hours (8am-5pm EST, 40 hours per week) unless agreed to in advance by both parties.
- AdvizeX personnel are entitled to time off in compliance with AdvizeX company policies. All such leave will be communicated to The City of Columbus in advance whenever possible and will be coordinated to minimize any potential impact on this engagement.
- A signed Statement of Work and validated method of payment are required prior to project commencement.
- AdvizeX requires a minimum of ten business days from the signature of this Statement of Work to staff the project.

RESPONSIBILITIES

AdvizeX and The City of Columbus agree to the following definition of responsibilities:

- AdvizeX will provide a project manager to act as the single point-of-contact for coordination of any activities required to successfully complete this engagement.
- The City of Columbus will provide a single point-of-contact to facilitate this engagement that is responsible for providing timely feedback to requests made during the project.
- The City of Columbus acknowledges that timely provision of and access to staff, facilities, data, documentation, and infrastructure is required to complete this engagement within the specified timeframe.

- The City of Columbus is responsible for the accuracy and completeness of data provided to AdvizeX to deliver this engagement. AdvizeX may review or validate said information, but is not responsible for gathering it unless defined in the Project Scope.
- The City of Columbus is responsible for the coordination of any outages required to complete the services detailed in this Statement of Work, including change management approval.
- The City of Columbus will ensure that all environment and operational requirements are met prior to commencement of the Services.
- The City of Columbus will assume all responsibility for network connectivity, performance, and configuration issues.
- The City of Columbus will verify that the equipment location is prepared prior to the commencement of the Services.
- The City of Columbus is responsible for the full and complete backups of their data, and AdvizeX shall not be held liable for any data loss that may occur.

COMPLETION CRITERIA

Unless specifically stated otherwise, acceptance of the services and any materials provided hereunder will occur upon the completion of the applicable portion of the services. AdvizeX uses a standard Milestone Completion Form (MCF) as the basis for all services revenue recognition. When AdvizeX has fulfilled the criteria associated with a milestone or timeframe as defined in the Investment of this document, AdvizeX shall send The City of Columbus a MCF indicating project phase completion and requesting acceptance and signoff.

If The City of Columbus is satisfied with the performance for that phase, signoff will indicate acceptance. If The City of Columbus responds in writing that AdvizeX has not satisfactorily completed the phase, the parties will meet and use good faith to resolve difficulties.

The receipt of The City of Columbus signoff or the lack of written notice to AdvizeX of any issues with work performed within five business days of receipt of a MCF will be deemed as acceptance of the services performed. AdvizeX will recognize revenue upon delivery of a signed MCF or five business days after customer has received the MCF.

CHANGE MANAGEMENT PROCESS

AdvizeX and The City of Columbus agree to use industry standard change management processes to provide documentation and control for any changes to this Statement of Work.

Investment

The total price for the software licensing, 12 months of support and training is **$229,337**. The total fixed-price investment for the services defined in this Statement of Work is **$92,140**.

AdvizeX shall recognize project completion based on the schedule defined below. The fees for this project are based upon the scope of work and efforts detailed in this document. AdvizeX will bill Customer based on the investment schedule defined below.

The City of Columbus understands and agrees that the services proposed in this Statement of Work are provided on a fixed price basis for the scope of work outlined in this document.

INVESTMENT SCHEDULE:

#	Items	Amount:
1	Software Licensing, 12 Months Support and Training	$ 229,337.00
2	Professional Services	$ 92,140.00
	Total:	**$321,477.00**

Statement of Work Acceptance

All parties hereby acknowledge that they have read and understand this Statement of Work and all attachments thereof, and agree to all terms and conditions stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below:

AdvizeX Technologies LLC   **The City of Columbus**

Signature   Signature

Ed Jones   Gary Cavin

Printed Name   Printed Name

Consulting Manager   Director and CIO

Title   Title

10/17/2013

Date   Date

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