## **CLERK'S CONTRACT and AGREEMENT COVER PAGE**

Legistar File ID#:	Innoprise Contract #:
Year:	Amount:
Department:	
Contract Type:	
<b>Contractors Name:</b>	
<b>Contract Description:</b>	



# STATEMENT OF WORK (SOW)

VILLAGE OF ORLAND PARK - VIRTUALIZATION UPGRADE

11/7/2018 SWC Technology Partners Eric Jandacek



## 1 STATEMENT OF WORK

This Statement of Work will be incorporated into the Master Services Agreement with an Effective Date of May 17th, 2006 between SWC Technology Partners, LLC. ("SWC"), and Village of Orland Park ("Orland Park", "Client").

All terms and conditions of the Services Agreement not modified herein remain in full force and effect for the Term of the Agreement.

## 2 BACKGROUND

Village of Orland Park seeks to upgrade its Hyper-V environment, infrastructure that supports it, and expand its disaster recovery capabilities. SWC will design and implement the process to execute the upgrade and setup DR infrastructure.

This Statement of Work serves as a guideline for the work to be performed.

## 3 OBJECTIVES

Key objectives of this project include:

- Upgrade virtual infrastructure
- Virtualize physical Exchange Server
- Build out DR infrastructure

## 4 SCOPE

The items within the scope of this project are:

## 4.1 DESIGN AND PLANNING

- Networking core switch stack design and planning
- Hyper-V upgrade and migration to Server 2016 design and planning
- Plan for P2V conversion of Exchange Migration
- Backup job documentation for migration from Barracuda to Veeam.

#### 4.2 BACKUP SETUP

Deploy and configure a new Veeam backup server
 11/7/2018 SWC Technology Partners



- Configure new backup jobs in Veeam
- Perform cluster integration and validation testing
- Perform backup jobs and remediate errors

## 4.3 STORAGE SETUP

- Upgrade existing 3PAR SAN to latest release of software
- Upgrade existing 3PAR SAN with new drives
- Apply new licenses and confirm accessibility
- Create new virtual volumes for segmented workloads
- Export volumes to Hyper-V nodes

#### 4.4 HYPER-V CLUSTER UPGRADE

- Upgrade two existing Hyper-V cluster hosts with memory
- Upgrade firmware and deploy all updates
- Install Windows Server 2016 Hyper-V and all updates
- Configure 10GB converged networking for Management, Cluster, VM Access, and Live Migration networks

#### 4.5 NETWORKING

- Install two new HPE Aruba 2930f series switches to replace existing Cisco 3750 switches
- Migrate networking to the new virtualization core stack

## 4.6 PHYSICAL EXCHANGE SERVER MIGRATION

- Virtualize existing physical Exchange server
- Validate functionality

## 4.7 DISASTER RECOVERY INFRASTRUCTURE

- Install, upgrade, and reconfigure the repurposed Cisco 3750 switch stack for DR virtualization infrastructure
- Remove 1 node from the Hyper-V cluster and repurpose as a DR node
  - Upgrade the host with memory and SAS HBA
  - Upgrade firmware and deploy all updates



- Install and configure Windows Server 2016 Hyper-V
- Configure 10GB converged networking for Management, Cluster, VM Access, and Live Migration networks
- Install and configure a new MSA 2050
  - Integrate into network and DR host
  - Create new volumes and present to host
  - Deploy a new domain controller
- Configure VM replication
- Validate replication process
- Verify VM replica server is accessible

## 4.8 DOCUMENTATION AND INFRASTRUCTURE HAND-OFF

- Document the new environment topology
- Document DR failover procedure
- Knowledge transfer

## **DELIVERABLES**

- Topology diagram
- DR Failover procedure

## 4.9 PROJECT MANAGEMENT

- Project initiation and tracking
- Weekly status reports
- Formal change requests (as needed)
- Project closure meeting
- Deliverables and quality review

## 4.10 HARDWARE

- SWC has worked with HPE to achieve escalated special discounted pricing on behalf of the Village of Orland Park
  - Hardware quote has been Deal Registered with HPE to ensure discounted pricing
  - See separate quote sheet for details



## 5 OUT OF SCOPE

The items not included the scope of this project are:

- · Detailed business continuity and disaster recovery planning
- Troubleshooting of server/VM/application specific issues not related to Hyper-V migration

## 6 ESTIMATE

SWC will bill at the following rates for the project:

Infrastructure Role	<b>Business Hours Rate</b>	<b>After Hours Rate</b>
Infrastructure Consultant	\$185/hour	\$277.50/hour
Technical Project Manager	\$185/hour	\$277.50/hour

The estimated cost of the project is shown in the table below.

	Hours	Cost	
Design and Planning	36	\$6,660	= 72
Backup Setup	12	\$2,220	
SAN Setup	14	\$2,590	
Hyper-V Cluster Upgrade	38	\$7,585	
Networking	18	\$3,885	
Exchange Server Virtualization	12	\$3,330	
DR Infrastructure	46	\$8,510	
<b>Environment Documentation</b>	40	\$7,400	
Engineer Lead Project Management	45	\$8,325	
TOTAL	261	\$50,505	

This estimate may be modified by SWC upon further discovery of Project requirements and SWC involvement. If additional time is needed to complete the Project, it will require that a Project Change Request be duly authorized by Client.

The Project will be conducted on a time and materials basis. Actual hours spent will be billed. SWC will invoice Client monthly for services performed and approved expenses incurred during the previous period. Client agrees to pay within the invoice terms.



## 7 TIMELINE

The Project is expected to take 6-10 weeks from the date of project commencement. Any delays that extend the project duration beyond 10 weeks may require a Project Change Request to increase cost estimates.

The project start date has not been defined. SWC will work with Client to develop an acceptable project schedule and timeline.

## 8 ASSUMPTIONS & CONTINGENCIES

- All invoices will be based on net 30-day terms.
- Hours worked will be billed monthly.
- This proposal is in effect for thirty days from the date of this letter.
- Access to all existing relevant documents will be provided as needed.
- Access to technical and functional personnel will be made available as required.
- Appropriate access to required systems and services will be granted to SWC staff as needed.
- All work will be completed during normal business hours. After hours work will be billed at 1.5 times the standard billing rate.
- Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday, excluding SWC holidays.
- SWC will conduct high-level testing of the solution; Client will be responsible for testing all functionality and then report issues to SWC.
- Client is responsible for purchasing all hardware, software and licensing.

## 9 APPROVAL

In Witness Whereof, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives.

Village of Orland Park

Title: Village Manager

Date: 12/7/18

SWC Technology Partners, LLC.

By:

Name:

Title:

Date:

12-4-1



The undersigned	Christopher Romo	, as	Director of	Finance	
	er Name of Person Maki	ng Certification)	(Enter Title of Person	Making Certification)	
and on behalf of	SWC Technology P (Enter Name of Busin		, certifies	that:	
1) BUSINESS ORGA	NIZATION:				
The Proposer is authorized to do business in Illinois: Yes [X] No [ ]					
Federal Employer I.D.#:					
(or Social Security # if a sole proprietor or individual)					
The form of business organization of the Proposer is (check one):					
Sole Propriet	or				
	Contractor (Individual)				
Partnership LLC X Corporation	Delaware	08/12/19	980		
	(State of Incorporation	n) (Date of Ir	ncorporation)		

## 2) <u>ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS</u>: Yes [X] No [ ]

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

## 3) <u>SEXUAL HARRASSMENT POLICY</u>: Yes [X] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act (Illinois Human Rights Act) (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

## 4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes [X] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (1) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

## 5) TAX CERTIFICATION: Yes [X] No [ ]

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

#### 6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:
Christopher Romo Signature of Authorized Officer
Signature of Authorized Officer
Christopher Romo
Name of Authorized Officer
Director of Finance
Title
12/6/2018
Date



#### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit \$500,000 – Each Employee Waiver of Subrogation in favor of the Village of Orland Park

#### **AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

#### **GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

#### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate **EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

#### PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor/Vendor shall be <u>specifically endorsed</u> to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 6th	_ DAY OF
Christopher Romo	
Signature	Authorized to execute agreements for: SWC Technology Partners, LLC
Christopher Romo	SWC Technology Partners, LLC
Printed Name & Title	Name of Company