

RESOLUTION R-2018-45

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT  
WITH CDW GOVERNMENT LLC TO PROVIDE  
NUTANIX CLUSTER DEPLOYMENT SERVICES-AHV**

**WHEREAS**, the City of Wheaton, DuPage County, Illinois finds it reasonable and appropriate to engage a consultant to provide a Nutanix Cluster Deployment Services-AHV; and

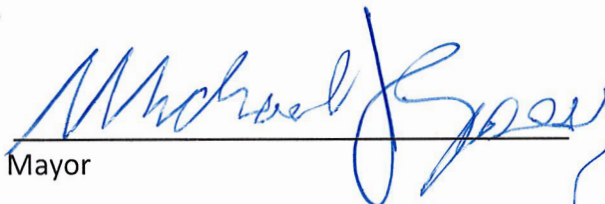
**WHEREAS**, the City conducted a Request for Proposal process and received and reviewed four submittals for consulting services to provide a VMWare Hosts and Storage Solution; and

**WHEREAS**, it is determined by the City that the proposal received from **CDW Government LLC** meets the City's needs; and

**WHEREAS**, it is necessary for the City to enter into an agreement with **CDW Government LLC** for the purpose of providing consulting services for Nutanix Cluster Deployment Services-AHV.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to an agreement between the City of Wheaton and **CDW Government LLC**, for Nutanix Cluster Deployment Services-AHV.

ADOPTED this 21<sup>st</sup> day of May 2018.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Roll Call Vote:

Ayes: Councilwoman Fitch  
Councilman Prendiville  
Mayor Gresk  
Councilman Rutledge  
Councilman Scalzo  
Councilman Suess  
Councilman Barbier

Nays: None  
Absent: None

Motion Carried Unanimously

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# Proposal



Prepared For: City of Wheaton  
 Customer #: 367010  
 Attention:  
 Project: Nutanix  
 Date: 4/30/2018

Submitted By: Jennifer Lagoni  
 Executive Account Manager  
 Phone: 312 705 9093  
 E-Mail: JennandMeagan@cdw.com  
 Quote #: Q-425378

	Qty.	Part Numbers	Description	
Hardware	1	NX-1365-G5-2640V4-CM	NX-1365-G5 3 NODE CPU E5-2640 -1365-G5 3 NODE CPU E5-2640V4 CM	Extended Sell
	24	C-MEM-32GBDDR42400CM	32GB DDR4 MEMORY MODULE	
	6	C-HDD-6TB-3.5-CM	6TB 3.5 HDD	
	3	C-SSD-1920GB-3.5-CCM	1.92TB 3.5 SSD	
	3	C-NIC-10G-2-SI-CM	10GBE DUAL SFP+ SI NETWORK ADAP 10GBE DUAL SFP+ SI NETWORK ADAPTER	
	6	C-CBL-5M-SFP+-SFP+CM	CABLE 5M SFP+ TO SFP+ CM ONLY	
			<b>Hardware Total:</b>	<b>\$39,947.70</b>
Software	3	NX-1365-G5-SW-CM	SW NX-1365-G5 3 NODE	Extended Sell
	3	L-PRO-1065-G5	LICS PRO ENTITLEMENT FOR NX-1065-G5 VALID FOR LIFE OF DEVICE	
			<b>Software Total:</b>	<b>\$3,315.09</b>
Support	1	S-PRD-1065-G5-5YR	5YR PRODUCTION SUP NX-1065-G5	Extended Sell
			<b>Support Total:</b>	<b>\$28,701.67</b>
			Extended Sell	
			<b>Solution Total:</b>	<b>\$71,964.46</b>
			Estimated Shipping:	\$275.00
			<b>Grand Total:</b>	<b>\$72,239.46</b>

Pricing expires 30 calendar days from date on Proposal

Prepared By: Tracy Reyes (Program Resource Specialist )

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdw.com/content/cdw/en/terms-conditions.html>

Applicable Taxes not shown.



## STATEMENT OF WORK

<b>Project Name:</b>	Wheaton-2018.05-NTX	<b>Seller Representative:</b>
<b>Customer Name:</b>	City of Wheaton (IL)	Damian Gonzalez
<b>CDW Affiliate:</b>	CDW Government, LLC.	3127149529 damigon@cdwg.com
<b>Date Requested:</b>	May 1, 2018	<b>Solution Architect:</b>
<b>Seller Services Manager:</b>	Katrina Rose	Quincy Flowers, Dave Winkelmann, Jim Los
<b>Version:</b>	1	

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

## PROJECT DESCRIPTION

### PROJECT SCOPE

This scope of engagement, together with the Agreement between Seller entity selling the Services described herein (“**Seller**” or “**Provider**”), and Customer ordering such Services (“**Customer**”), shall be deemed to be a contract upon Seller’s acceptance of Customer’s Purchase Order (“**PO**”).

### SERVICES SUMMARY

Seller will perform the following:

- Install and configure a Nutanix cluster consisting of up to three (3) nodes utilizing AHV as the hypervisor.

### NUTANIX CLUSTER DEPLOYMENT SERVICES - AHV

Services will consist of the items listed below (“**Services**”):

- Pre-Engagement Call (Customer Kick-off Meeting)
  - Review scope and expectations
  - Identify stakeholders and key contacts
  - Identify project constraints and limitations
- Cluster Design and Planning Session
  - Remote session with Customer and Seller to discuss design and planning variables
  - Perform verification of site readiness for service delivery
  - Work with Customer to design the layout and configuration of the Nutanix cluster
    - Discussions around layer 2 data and management networking, cluster layout, design variables, etc.

- Complete discovery, configuration, and Nutanix cluster pre-installation checklist and review with Customer
  - Complete solution summary documentation and applicable Visio drawings
- Nutanix Cluster Deployment and Configuration
  - Performs the pre-site installation checklist with Customer team
    - Confirms network and connected switch settings
    - Conducts a site readiness assessment for project
    - Completes the Nutanix pre-installation site checklist
  - Racks, cables, and power testing of Nutanix cluster
  - Initial Imaging and OS installation for all nodes in cluster via Nutanix Foundation
    - Validation of
      - IP, DNS, NTP, data network settings
      - Node/cluster intercommunication
      - Controller Virtual Machine (CVM) Validation
  - Configuration of AHV Cluster
    - Cluster Administration Settings (Users, NTP, SMTP, SNMP)
    - Storage Pool/Storage Container creation and configuration
    - Virtual Network configuration for VM traffic
    - Configure 10Gbe connectivity from primary and 1Gbe for secondary
- Prism Central Deployment and Configuration
  - Deployment of Prism Central VM
  - Configuration and integration of Prism Central to new/existing clusters
  - If PrismPro license was purchased, install license to unlock PrismPro features
- Nutanix Data Protection Configuration
  - If multiple Nutanix clusters are in use, configure:
    - Async DR Protection Domains (up to 3)
    - Protected VMs (up to 5)
    - Replication Schedules
- Functional Demonstration and Knowledge Transfer around Nutanix AHV cluster
  - Prism Dashboard Overview and Administration
  - Functional Demonstration of Nutanix administration
    - AHV Upgrades via Prism
    - Addition of nodes to AHV cluster
    - NCC Health Check
    - If PrismPro license was purchased and installed, overview of PrismPro additional features
  - Workload Migration
    - Migration or creation of up to five (5) non-production VMs to AHV cluster, using available tools

## **ENGAGEMENT PLANNING AND MANAGEMENT**

The following planning tasks will be performed:

- Internal Project Technical Planning
  - Solution and Technical Architecture Review and planning
  - Clearly define project scope, objectives, risks and approach

- Develop a Work Breakdown Structure and Develop a Project Plan
- Develop Communication and Escalation Plan
- Identify project resources, roles, and responsibilities
- Confirm site readiness and documentation
- External Project Meeting
  - Introduce key participants, stakeholders and project teams
  - Verify hardware delivery and specifications
  - Solution, requirements and logistics Review
  - Review and approve project plan
- Project Management
  - Task and resource scheduling and assignment
  - Administration, Financial and Team management
  - Escalation and communication management
  - Change control and management
  - Status meetings and reporting

## **CUSTOMER RESPONSIBILITIES**

1. Customer needs to have a 10 GbE Top-of-Rack (TOR) switch to use with the Nutanix cluster and it must have the appropriate number of 10GbE open ports available/licenses to use those ports. Otherwise Customer will need to purchase a TOR switch and/or additional licenses to open those ports.
2. Customer needs to have a 1Gb management switch to use with the Nutanix cluster and it must have the appropriate number of open ports available/licenses to use those ports. Although not recommended, the same switch for ToR connectivity can be used for management if the applicable ports are available.
3. Configuration of network switches for data and management will be completed by Customer unless explicitly stated otherwise in the "Services Summary" section above.
4. Assist Seller with project planning and design variable gathering.
5. Customer is responsible for creating a backup of the VMs to be test migrated
6. Customer shall provide Provider with detailed and accurate information regarding its current network environment, including information regarding network provisioning, TCP/IP settings, server hardware details, software versions, or regulatory requirements. Inaccurate information may add time and cost to the project.
7. Customer shall perform a full working backup of its network prior to commencement of the Services. Seller is not responsible for lost data.
8. Provide qualified personnel who will perform Customer's obligations under this SOE, make timely decisions necessary to move performance of the Services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services
9. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the Services
10. Limiting access to Customer's network and/or facilities only as needed to perform the Services
11. Make any final decisions regarding, and take responsibility for the implementation of any recommendations or potential solutions provided by Seller under this SOE
12. Site Preparation:
  - a. All hardware will be received and inventoried prior to scheduling Seller to arrive onsite. All hardware/software/firmware are compatible in accordance with manufactures support matrix(s)
  - b. Complete all change control task(s) and schedule all required maintenance windows.
  - c. Customer shall assume all responsibility for site preparation, including space, cabling, HVAC and electrical requirements that have already been provided.

- d. Customer is responsible for providing Customer-owned or licensed copies of any Customer or third-party software that Seller is required to install on Customer's behalf. This includes VMware vSphere and vCenter licensing as needed for the project.

## ASSUMPTIONS AND ACKNOWLEDGEMENTS

1. Services will be delivered onsite
2. Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input
3. The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule
4. Customer acknowledges and agrees that Seller will not process personal data that is subject to applicable data security and privacy laws ("**Personal Data**") within the scope of the Services, and that Customer will restrict Seller from accessing any Personal Data during the performance of the Services

## OUT OF SCOPE

1. Firmware upgrades for non-Nutanix hardware (3<sup>rd</sup> party hardware platforms)
2. Nutanix Metro Availability
3. Configuration of LAN/SAN switches
4. Remediation of any issues or problems is out of scope for this engagement
5. Seller will not perform Services for Customer's foreign affiliates if any
6. Any other Services not specified herein
7. Replacement of any security certificates.
8. Any P2V conversions
9. Tasks not defined within this SOW

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

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Nutanix Planning and Design Documentation	Pre-installation checklist for the project	Various
Nutanix Cluster As-Built Documentation	Design variable documentation	PDF
Nutanix Administration Documentation	Vendor Procedural documentation	PDF

## 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, Page 4

Proprietary and Confidential

CDW, LLC.

Version: 1

Contract Number: 31010

Drafted by: Joe Beezie

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 ("**Service 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 hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$6,700.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 – Services Fees

<b>Project Milestones</b>	<b>Percentage</b>	<b>Fees</b>
Signed SOW	100%	\$6,700.00
<b>Totals</b>	<b>100%</b>	<b>\$6,700.00</b>

## EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer's request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply..

## 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.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

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.

The 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.

## PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

## CHANGE ORDERS

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**").

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.

## MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", 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. 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. This SOW is the proprietary and confidential information of Seller.

## 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.

**CDW Government, LLC.**

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_

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

**Mailing Address:**

230 N. Milwaukee Avenue, Vernon Hills, IL. 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:  
Katrina \_\_\_\_\_ Rose \_\_\_\_\_

**City of Wheaton (IL)**

By:   
Signature

Name: MAYOR

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

**Mailing Address:**

Street: 303 W Wesley Street  
City/ST/ZIP: Wheaton IL 60187

**Billing Contact:**

Street: same  
City/ST/ZIP: \_\_\_\_\_

