



STATEMENT OF WORK

City of Laredo

1040243 - Core Upgrade - Telecom Refresh

Submitted By: David Balli, Account Executive
Version: 6.26.2022
CW Contract: 14354

AGREEMENT

This Statement of Work (SOW) is by and between Computer Solutions and City of Laredo (Customer) and is pursuant to the Master Services Agreement between Computer Solutions and City of Laredo. This SOW defines the services and deliverables, if any, to be provided to City of Laredo.

PROJECT OVERVIEW

EXECUTIVE SUMMARY

Computer Solutions will perform a Core networking device refresh at the CoL-Telcom Bldg. for Customer. Computer Solutions will install and configure the following equipment following vender recommended best practices for security, connectivity, voice and wireless.

SCOPE OF WORK

The following Scope of Work is based on our current understanding of Customer’s requirements, expectations, and the functionality of their current environment. Any deviations from this Scope of Work could result in a Project Change Request.

MILESTONE 1 – PLANNING

Tasks

Title	Description	Location
Internal Kickoff Meeting	Attend an internal kickoff meeting with the Computer Solutions Project Team to discuss project architecture/design, Customer expectations, and project schedule.	Remote
Customer Kickoff Meeting	Attend a kickoff meeting with Customer to discuss scope, schedules, risks, roles, expectations, and logistics.	Remote
Discovery	Review Customer’s current environment, as related to the project scope, and review the Customer-provided documentation for the site.	Remote

Deliverables

Title	Description
Project Schedule	The timetable by which the project tasks will be executed. The schedule will be adjusted, as needed, to facilitate the project’s requirements.
Design Document	Details the high-level architecture of this Scope of Work and/or a high-level network diagram.
Method of Procedure (MOP)	A high-level overview of the maintenance windows including task breakdowns, the estimated time to complete tasks, and rollback plan.
Test Plan	Verifies the implementation meets the identified requirements.

Customer Requirements

- Customer will provide current IT environment documentation that is applicable to the project requirements at the end of the Customer Kickoff Meeting or before Discovery begins. Examples include network and voice diagrams, call center scripts, system configurations, etc. When applicable, documentation will include user account, relevant IP addresses, and administrative passwords.

Location

1102 Bob Bullock Loop, Laredo, Texas 78043

MILESTONE 2 – COL – TELECOM CORE UPGRADE

Tasks

Title	Description	Location
CoL - Telecom Core Upgrade	<p>Perform a Core networking device refresh at the CoL-Telcom Bldg. Install and configure the following equipment following vender recommended best practices for security, connectivity, voice, and wireless.</p> <p>Friday and Saturday Pres-Staging:</p> <ol style="list-style-type: none"> 1. Complete Discovery, MOP, and Test plan then unbox and power up the equipment. 2. Pre-stage configurations for the new equipment. <p>Sunday Maintenance:</p> <ol style="list-style-type: none"> 1. Replace the existing Cisco 6807 Network Switch with two (2) Cisco Catalyst c9500-24Y4C Switches as new Layer 3 Core using two (2) 100Gb and one (1) 10Gb Twinax cables. 2. Move all "Single Homed P2P connections" from the Cisco 6807 Network Switch to the new Cisco Catalyst 9500-48U-E Switch. The Cisco Catalyst 9500-48Y4C Switch will have (2) 100Gb Twinax cables to the Cisco Catalyst c9500-24Y4C Switches. 3. Create a Stack of three (3) Cisco Catalyst 9300-48U-E Switches and uplink to the Cisco Catalyst c9500-24Y4C Switches with two (2) 25Gb Twinax cables. <ol style="list-style-type: none"> a. Move all copper connections to the new stack from the Cisco 6807 Network Switch. 4. Provide Layer 3 100Gb connectivity to the new Data Core device using four (4) 25Gb Twinax cables. 5. Provide up to four (4) hours of Day 1 Support. <p>Maintenance window for the project:</p> <ol style="list-style-type: none"> 1. Maintenance window starts Sunday morning 12:00am - 07:00AM. <ol style="list-style-type: none"> a. Then provide day one support starting at 08:00 AM 2. There are (37) single homed P2P fiber connection that will need to be moved to the Cisco Catalyst c9500-48Y4C Switch. 3. Reuse all existing optics. 	On-Site
Execute Test Plan	Execute the test plan identified during Milestone 1 – Planning. Modify the installation and configurations, as required, to meet the identified project requirements. Submit the test plan results to Customer for signoff.	Remote

Deliverables

Title	Description
Completed Test Plan	Verifies the implementation meets the identified requirements.

Customer Requirements

- Signoff on the executed test plan must be received by Computer Solutions before proceeding to the next milestone.
- Customer will remove all unused equipment from the racks before the project starts.
- Customer will remove all unused cabling from the racks before the project starts.
- Customer will install any new server and ladder racks before the project starts.
- Customer will provide any SPFs over and beyond what was purchased as part of the project.
- Customer will provide all copper/fiber patch cords and required power and rack space to complete installation.
- Customer will provide either badge/key access to the campus or provide on-site escort during on-site work.
- Customer will provide remote access VPN for discovery, configurations, and Day 1 Support.

Location

All tasks will be performed remotely.

PROJECT CLOSEOUT

After the last milestone is complete, Computer Solutions will begin closing out the project. As-built documentation will be delivered to Customer and signoff from Customer on the project closeout documents will be requested within five (5) business days.

Deliverables

Title	Description
As-built Documentation	Documentation that details the configuration(s) of the environment at the end of the project.

OUT OF SCOPE ITEMS

Work items, tasks, and deliverables not identified herein are outside the scope of this engagement. Out of scope items include the following:

- Formal operational or training guides.
- Vendor installation or configuration guides.
- Relocation of uninstalled or removed equipment, unless defined in the Scope of Work.

PROJECT SCHEDULE

Project tasks will be completed on a contiguous basis, otherwise project cost and resource scheduling may be impacted.

CHANGE MANAGEMENT

Changes to the project scope, schedule, tasks, staffing, or pricing must be requested through a Project Change Request (PCR). Changes documented in the PCR must be approved by Customer and Computer Solutions before they take effect.

ROLES AND RESPONSIBILITIES

COMPUTER SOLUTIONS ROLES AND RESPONSIBILITIES

The following Computer Solutions resources will be assigned to this project.

- **Project Manager:** The Project Manager will oversee project planning, coordination, and reporting activities. Tasks include:
 - Serving as the primary point of contact for project activities related to the Scope of Work.
 - Communicating project status to stakeholders once a week
 - Coordinating status meetings at a frequency of typically once per week.
 - Managing the execution of Scope of Work tasks according to the Project Schedule.
 - Managing the change control process.
 - Engaging with Customer and vendor resources contracted by Computer Solutions to execute project tasks.
 - Risk and Issue tracking.
 - Planning, tracking, and reporting on outputs and outcomes.
 - Financial planning and tracking as identified in the kickoff meeting.
 - Continually assessing scope, timing, and resource requirements.
- **Engineer(s):** The engineer is responsible for executing the tasks as outlined in the Scope of Work.

CUSTOMER ROLES AND RESPONSIBILITIES

The following Customer resources will be assigned to this project:

- **Project Executive:** Authorizes expenditures and ensuring funding is available. Authorizes or rejects proposed changes to scope, cost, or schedule.
- **Project Manager:** Ensures risks and issues are tracked, mitigated, and resolved. Coordinates meetings with Customer resources. Authorizes formal closure of the project. Serves as Customer's liaison to Computer Solutions.

Customer is responsible for the following:

1. **Preparation:** Before project kickoff, Customer will resolve any issues that affect Computer Solutions' ability to deliver the services described herein. Customer will also complete any requested Pre-Engagement Checklist items.
2. **Requirements:** Customer will fulfill the *Customer Requirements* as outlined in the Scope of Work. Failure to fulfill these requirements may result in a Project Change Request.
3. **Environment Changes:** Customer will notify Computer Solutions prior to initiating changes to their IT environment or implementing 3rd party vendor changes that affect the hardware, software, or services associated with this project. Computer Solutions shall not be liable for any service failures or disruptions associated with Customer initiated changes that have not been approved by Computer Solutions. If Computer Solutions' labor is required to correct said disruptions, Customer will be charged at current hourly time and materials rates.
4. **Facilities and Environment Access:** Customer will provide physical access to server rooms, workstations, and network closets. Customer will also provide a dedicated work area and/or conference room for training sessions or meetings. Customer will provide remote access to systems and networks, as necessary, to facilitate the services described herein.
5. **Software/Hardware Licensing:** Customer will ensure software and hardware is correctly licensed and available prior to project commencement.
6. **3rd Party Tools:** If this project requires the use of 3rd party software or tools, Customer will assist Computer Solutions in their installation.
7. **Staff Availability and Points of Contact:** Customer will make their team available, as needed, to facilitate project tasks.
8. **Project Approvals:** This project may require approval and signoff on various documentation such as schedules, design, test plans, etc. Once signoff is requested, Customer has no more than two (2) business days to approve the documentation. If no response is received, then the project work may be placed on hold and cancellation fees may be incurred.
9. **As-Built Documentation and Project Closure Acceptance:** After the delivery of project closure documentation, Customer has five (5) business days to approve or reject said documentation. If Customer does not provide a written explanation of rejection during this timeframe, the documentation will be considered as accepted, the project will be closed, and invoices will be prepared and delivered.

TERMS AND CONDITIONS

The following terms and conditions are applicable to this Statement of Work.

1. **Computer Solutions Commitment:** For a period of thirty (30) days, following project completion, Computer Solutions warrants the performance of Computer Solutions' professional services,
2. **Manufacturer Defects:** Computer Solutions shall not be responsible for any manufacturer product defects, features or functionality as advertised, for the outcome or scheduling of services provided by manufacturers or for any acts or omissions of 3rd party contractors hired by Customer in connection with the project.
3. **Service Hours:** All services will be scheduled and performed during Computer Solutions' business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., local time. Services outside these hours must be scheduled at least 24 hours in advance. If the project requires services outside of Computer Solutions' normal business hours, Computer Solutions will work with Customer to schedule such services.
4. **Data Backup:** Computer Solutions recommends that Customer back up its environment including servers, networks, storage, power, lighting, and heating/cooling systems before the start of Computer Solutions' services. Maintenance and backup of the physical and technical environment is solely the responsibility of Customer. If data loss occurs, Computer Solutions shall not be liable. Data loss includes but is not limited to corrupt, inaccurate, lost, and damaged data, or unrecoverable media errors.
5. **Project Delays:** Customer may be subject to additional fees for any Customer induced delays including but not limited to the Customer documentation approval process, Customer personnel availability, or unprepared work environment.
6. **Product Delays:** Computer Solutions shall not be responsible for project delays concerning product sourcing, delivery, and/or availability from the manufacturer or distributor. If product sourcing affects the project, Computer Solutions will make reasonable efforts to find an alternative method for acquiring product. Any product delays will be communicated to Customer as necessary.
7. **Product Delivery:** Customer will not withhold or delay payment for product invoiced by Computer Solutions regardless of project outcomes or timeline.
8. **Cancellation/Rescheduling:** If Customer postpones scheduled project within eight (8) hours of the scheduled start date, Computer Solutions reserves the right to invoice up to eight (8) hours for each resource if alternative work cannot fulfill idle time.
9. **Unscheduled Work:** If Customer requests Computer Solutions to perform work that is not scheduled at least 24 hours in advance of performing said work, Customer will be charged at current after-hours rates. These rates do not apply when Computer Solutions requests the option to perform unscheduled services for convenience purposes.
10. **Resource Reassignment:** Computer Solutions reserves the right to change staff and assign different resource types and applicable costs due to unique project requirements learned during project initiation or execution, with full intent to stay within quoted price.
11. **Travel:** For travel extending beyond 50 miles outside the San Antonio metropolitan area, Customer will be charged for travel charges incurred by Computer Solutions, unless the resource type was not available in the respective city or at the time required to perform the work. Travel fees will be based on the provisions of the State of Texas Travel Allowance Guide and may include but are not limited to reasonable airfare, rental car, lodging, meals, travel time, and mileage to the Customer site.
12. **Insurance:** Computer Solutions carries appropriate insurance coverage and will provide certificates of insurance upon request.
13. **Finality:** This Statement of Work is final, and no other written or verbal agreements are binding. This Statement of Work may be amended or modified by, and only by, a written instrument executed by all parties hereto.
14. **NetWatch Managed Services:** Any design, planning, and execution of services performed within the scope of this Statement of Work are separate from any existing NetWatch Managed Services Agreements. Once complete, management of the solution may be added to the current NetWatch Managed Services Agreement and supported by the Computer Solutions Support Operations Center (SOC). Inclusion of the solution under NetWatch Managed Services may be subject to additional fees.
15. **Limitations of Liability:**
 - 15.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COMPUTER SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON REGARDING ANY SERVICES, RESOURCES, EQUIPMENT, SOFTWARE, OR OTHER ITEMS PROVIDED TO CLIENT UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND COMPUTER SOLUTIONS EXPRESSLY DISCLAIMS ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.
 - 15.2. **Limited Time for Action.** No action, regardless of form, arising out of the services under this Statement of Work may be brought by either party more than two years after the alleged action has accrued; provided, however, an action for nonpayment may be brought within two years of the date of termination.

- 15.3. **Force Majeure.** Computer Solutions shall not be liable to Customer for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of Computer Solutions, Customer failure to furnish necessary information with respect to details of performance on the part of Customer, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures.
- 15.4. **Damages.** COMPUTER SOLUTIONS' ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 15.3. IN NO EVENT WILL COMPUTER SOLUTIONS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PART DUE TO ANY CAUSE WHATSOEVER, EVEN IF COMPUTER SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPUTER SOLUTIONS' ENTIRE LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SERVICES RENDERED UNDER THIS AGREEMENT TO COMPUTER SOLUTIONS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, EXCLUDING AMOUNTS PAID FOR REIMBURSEMENT OF EXPENSES.
- 15.5. **Applicable Law:** This Agreement has been accepted and made performable in Bexar County, Texas. This Agreement and the rights and obligation of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws. Exclusive venue for resolution of any dispute between the parties related to the subject matter hereof shall be in Bexar County, Texas.
16. **Equal Opportunity:** "This contractor and all covered subcontractors shall abide by the requirements of 41 CFR } } 60-1.4{a}, 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."

PRICING AND PROJECT SUMMARY

1. **Pricing Structure:** Customer will be invoiced according to one (1) of the following:
 - Time and Materials:** Customer will be invoiced at the end of each month, if the project extends beyond one (1) calendar month, or upon completion if project is completed within one calendar month.
 - Fixed Bid:** Customer will be invoiced at the end of each month when the project extends beyond one (1) calendar month or according to the milestones defined herein (if applicable).
2. **Estimated Project Duration:** One (1) week
3. **Project Total:** \$21,331.00
4. **Estimated Travel Expenses:** \$1,074.38
5. **Validity:** The terms and pricing of this Statement of Work are valid for thirty (30) days from the date of delivery of this Statement of Work to Customer.

ACCEPTANCE

Customer has reviewed the content of this Statement of Work and hereby authorizes Computer Solutions to commence and begin procurement of both product and resources.

Computer Solutions Account Executive
Signature:
Name: David Balli
Title: Account Manager
Date:
Quote/CNET:

City of Laredo (Customer)
Signature:
Name:
Title:
Date:
P.O. (if required):

Computer Solutions Architect
Signature: 
Name: Wes Stevens
Title: Solutions Architect
Date: