

the data availability people

**Professional Services Statement of Work:  
Two-Site NetApp Refresh**

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Prepared for: City of Snoqualmie  
Project ID: 20230502-31980  
Prepared on: May 4, 2023

**IVOXY**  
CONSULTING

# IVOXY Proposal Team

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## Your IVOXY Team

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## Revision History

revision	date	editor	notes
1.0	5/1/2023	Neil Kassal	Initial draft
1.1	5/4/2023	Mack Nethkin	Reviewed SOW
1.2	5/4/2023	Tyler Cook	Adding Pricing Approved SOW

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# Table of Contents

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<b>The IVOXY Approach .....</b>	<b>4</b>
<b>Project Details .....</b>	<b>5</b>
Executive Summary .....	5
<i>Business Objectives</i> .....	5
<i>Deliverables</i> .....	5
Implementation .....	5
<i>Business Hours</i> .....	5
<i>After-Hours</i> .....	5
<b>Project Agreements .....</b>	<b>6</b>
Prerequisites .....	6
Assumptions .....	6
Work Locations and Hours of Operation .....	6
Project Change Requests .....	6
<b>Professional Services Cost Estimate .....</b>	<b>7</b>
Acceptance of Terms .....	8
<b>Appendix A: Terms and Conditions .....</b>	<b>9</b>
<b>Appendix B: Project Change Request .....</b>	<b>11</b>

## The IVOXY Approach

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### Educate

Sharing knowledge with our customers

### Assess

Helping customers with their current environment

### Architect

Designing solutions for the future

### Implement

Integrating solutions using industry best practices

### Manage

Proactive oversight and additional helping hands

IVOXY Consulting, INC. (“IVOXY”) is pleased at the opportunity to expand their relationship with City of Snoqualmie by providing this Statement of Work (“SOW”) for a customized professional services engagement. This document identifies the project scope, requirements, delivery approach, and pricing for the proposed engagement.

## Executive Summary

City of Snoqualmie has requested assistance with refreshing it’s NetApp storage infrastructure.

### Business Objectives

The business objectives of this project are as follows:

- Bring up two (2) new NetApp clusters.
- Protect the data across both clusters.

### Deliverables

The following deliverables are included as part of this work:

- Implementation plan with data fill and execution of the plan

## Implementation

### Business Hours

- Rack new arrays and cable data uplinks to existing data switching fabrics (onsite as desired, can be remote.)
- Configure new arrays/clusters. Configure to best practice. Create new aggregates. (remote)
- Create up to ten (10) volumes/shares and establish initial RoboCopy/rsync/7MTT sessions. (remote)
- Configure SnapMirror peering and relationships between both arrays and replicate volumes.

### After-Hours

Only if needed (and nothing is initially expected) after-hours work will be used to execute higher-risk activities.

(Executing at the end of the City of Snoqualmie business day; between 5PM and no later than 7PM)

- Shut down CIFS access to source array. Coordinate final sync. Re-IP source array if needed. (remote)
- Coordinate “flipover” to shares; register new CIFS SVM machine identity in AD (if needed.) (remote)

## Prerequisites

- For engagement activities that occur onsite at City of Snoqualmie locations, IVOXY expects City of Snoqualmie to make reasonable facilities accommodations for our project teams at these locations. These accommodations will include a desk or cubicle and shared access to a laser printer, copier, and conference room facilities, with network access to the infrastructure being reviewed.
- If any work is required to be done remotely, a method for IVOXY to access the network remotely will be provided using either via Zoom (or similar product), or VPN, depending on availability.
- City of Snoqualmie IT staff will provide or create credentials required for accessing key areas of infrastructure as part of this SOW.
- During the transition period, City of Snoqualmie will be responsible for periodic synchronizing of the RoboCopy/rsync jobs.

## Assumptions

- City of Snoqualmie shall assign a single point of contact within the company.
- It is assumed that all infrastructure devices being implemented as part of this Statement of Work are covered under a valid support contract.
- Hardware and software bugs potentially encountered during this project could affect the scope of work. IVOXY will notify City of Snoqualmie IT staff as soon as possible, should this occur.
- City of Snoqualmie is responsible for, and assumes all risk associated with problems resulting from the content, completeness, accuracy, and consistency of any data, materials, or information supplied by City of Snoqualmie.
- All engagements require the scheduling and coordination of consulting resources. Some deliverables will require peer review before final submission to the customer.
- After hours work will be initiated sometime between 5PM and 7PM for this SOW's purposes.

## Work Locations and Hours of Operation

- Work will be completed at the customer's location in Snoqualmie, WA and remotely where feasible.
- Work will be scheduled between the hours of 8:00am and 5:00pm weekdays.
- After-hours work, if required, will be scheduled upon implementation of a mutually agreed-upon after-hours plan.

## Project Change Requests

Should City of Snoqualmie require changes to the size, scope, and/or requirements details in this SOW, City of Snoqualmie must complete a Change Request Form, as provided in this document. These changes may impact time and cost of the implementation. The appropriate Change Control authority, as determined by City of Snoqualmie, must approve these requests. Change Request forms should be submitted to your IVOXY Project Manager.

# Professional Services Cost Estimate

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Resource	Cost
Senior Consultant	\$10,000

## Pricing Notes:

- This estimate is offered as a fixed bid.
- This statement of work estimate is valid for (90) days from May 4, 2023.
- Projects that require more than (5) days of work will be invoiced monthly for work completed.
- The date the Statement of Work is signed by City of Snoqualmie is the effective date.
- A signed Statement of Work that has not been scheduled within (90) days of the effective date may be cancelled by either party.
- IVOXY reserves the right to modify rates if the project has not commenced within (90) days of the effective date of this SOW or if the project activity is not in accordance with the agreed upon work.
- IVOXY reserves the right to modify rates on any Project Change Request (PCR).
- IVOXY Consulting requires advance notice of any cancellations or changes to a confirmed project schedule. Cancellations made within five business days may incur a charge of \$2,000 per day.

# Acceptance of Terms

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By signing below, City of Snoqualmie accepts the scope (work to be performed), terms, conditions, and negotiated rates set forth by IVOXY Consulting, INC. and its partners.

## City of Snoqualmie Acceptance

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

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

## IVOXY Consulting, INC. Acceptance

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

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Upon receipt of an authorized signature, IVOXY will schedule the implementation and commence the outlined project.



# Terms and Conditions

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1. Payment terms are due on receipt, unless agreed upon by both parties.
2. Objective and Scope of Delivery Statement: The estimated time of application/services delivery is based on the best knowledge that IVOXY CONSULTING, INC. can gather at the time of generating this Statement of Work ("SOW"). If additional requirements are introduced, additional time may be required to complete the project. In some circumstances, the additions may be considered out-of-scope and the project will need to be reassessed. Any additions or deletions to this SOW must be reviewed and approved by both IVOXY CONSULTING, INC. and the CLIENT prior to any changes being made.
3. IVOXY CONSULTING, INC. warrants that, provided CLIENT complies with any obligations set forth herein, the Services set forth in the SOW will conform to the requirements set forth in this SOW and will be performed promptly, with diligence and in a competent and professional manner, consistent with industry standards reasonably applicable to such Services, and in accordance with the description of the Services set forth on this SOW.
4. IVOXY CONSULTING, INC.'s sole liability for any claims or any loss, cost, damage or expense relating to or arising out of this SOW for any reason other than IVOXY CONSULTING, INC.'s gross negligence or intentional misconduct, shall be for CLIENT's actual direct damages up to the amount that IVOXY CONSULTING, INC. has actually received from CLIENT as payment for the Services, regardless of whether such claim, loss, damage or expense is for or arises out of breach of contract, or warranty, tort, failure of essential purpose, strict liability or otherwise. IN NO EVENT SHALL IVOXY CONSULTING, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF IVOXY CONSULTING, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IVOXY CONSULTING, INC. IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE FAILURE OF CLIENT OR ITS AFFILIATES TO PERFORM THEIR RESPONSIBILITIES. UNDER NO CIRCUMSTANCES SHALL CLIENT HAVE ANY RIGHT OF CLAIM AGAINST ANY OF IVOXY CONSULTING, INC. PRINCIPALS OR EMPLOYEES WITH RESPECT TO THE SERVICES OR OTHER ITEMS PROVIDED PURSUANT TO THIS AGREEMENT, EXCEPT FOR THEIR OWN INTENTIONAL MISCONDUCT. THE LIMITATION OF LIABILITY INCLUDED IN THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. The foregoing limitations of liability shall also apply to and be on behalf of IVOXY CONSULTING, INC.'s suppliers and subcontractors.
5. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IVOXY CONSULTING, INC. DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE PROVISIONS OF THE SERVICES PURSUANT TO THIS STATEMENT OF WORK, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE, OF RESULTS, OF LACK OF NEGLIGENCE, OF NON-INTERRUPTION OR LOSS OF DATA, OF NON-INFRINGEMENT, OR OF ACCURACY OR COMPLETENESS OF RESPONSES.
6. CLIENT shall indemnify and hold harmless IVOXY CONSULTING, INC., and each of its directors, officers, employees, and agents, from and against all liability, loss, cost, damage or expense, including, but not limited to, lost profits, lost savings or other incidental or consequential damages, arising out of or in connection with this SOW, for any reason other than IVOXY CONSULTING, INC.'s gross negligence or intentional misconduct. CLIENT shall indemnify and hold harmless IVOXY CONSULTING, INC., and each of its directors, officers, employees and agents, from and against any costs or expenses, including, but not limited to, attorney's fees, incurred in the defense of any

# Terms and Conditions

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actual, threatened or potential claim, action or other proceeding arising out of or in connection with this SOW, for any reason other than IVOXY CONSULTING, INC.'s gross negligence or intentional misconduct, whether such actual, threatened or potential claim, action or other proceeding is based on contract, tort or other principle of law or equity.

7. The above stated costs are based on standard business hours of 8 am to 5 pm Monday through Friday, unless otherwise noted. Consulting services outside standard business hours are subject to the following adjustments:
  - a. After hours support will be assessed at time and a half for services provided outside 8:00 am to 5:00 pm Monday through Friday and during the hours of 8:00 am to 5:00 pm Saturday, unless previously agreed upon.
  - b. All support performed on Sundays, holidays, and after-hours Saturdays will be assess at double time, unless previously agreed upon.
8. Prices do not include any applicable taxes.
9. Remit payments to:

IVOXY Consulting, INC.  
P.O. BOX 101264  
Pasadena, CA. 91189-0005

Acknowledgement of Terms and  
Conditions:

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# Project Change Request

IVOXY Project Number:	[Project ID]	Change Number:	
Customer PO Number:		Date of Request:	
Requested By:		Presented To:	

Description of Change:

Reason for Change:

## Estimated Time and Materials Costs

Resource	Days	Rate	Cost
Senior Consultant (Business Hours)			
Senior Consultant (After-Hours)			
Project Manager			
Estimated Total:			

City of Snoqualmie

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

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

IVOXY Consulting, INC.

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

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_