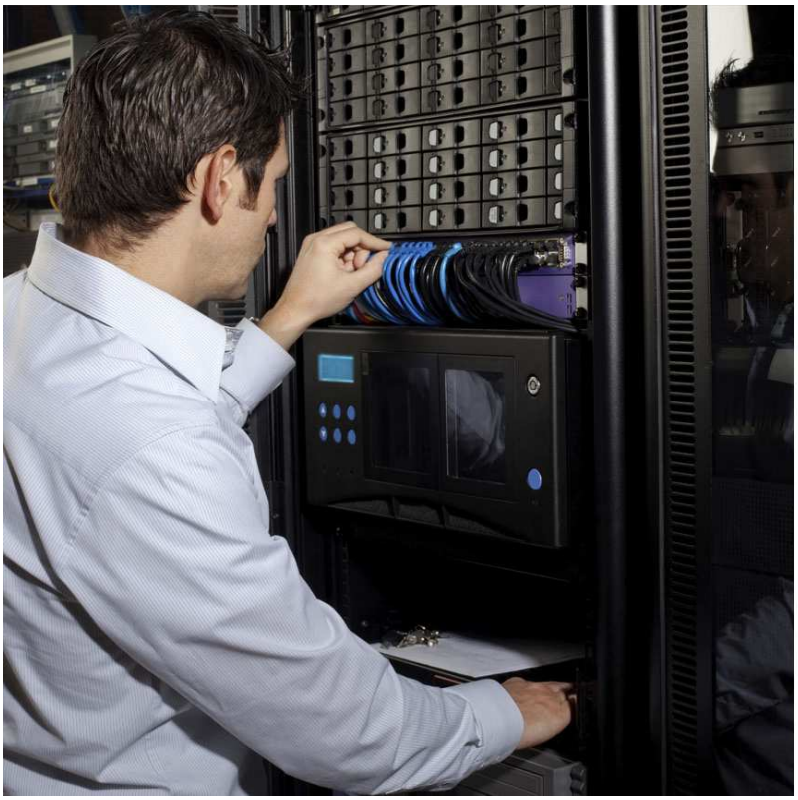
Statement of Work for

City of Norman

IT Simplification Enterprise Assessment



Contents

1 **INTRODUCTION** **3**

2 **TERM** **3**

3 **SUMMARY OF SERVICE** **3**

4 **SCOPE OF SERVICE** **3**

4.1 Introduction 3
4.2 Detailed Description 4
4.3 Customer Responsibilities 8
4.4 Assumptions 9
4.5 Out of Scope 9
4.6 Schedule / Timeline / Milestones 9
4.7 Service Hours 10
4.8 Deliverables 10
4.9 Personnel Skills and Qualifications 11

5 **PRICING** **12**

5.1 One-Time Charge Following Customer Signature 12
5.2 Expenses 12
5.3 Purchase Order Amount 12

6 **CHANGE MANAGEMENT PROCESS** **13**

7 **OTHER PROVISIONS** **13**

8 **GENERAL** **14**

9 **SIGNATURES** **14**

© Copyright 2013. Dell Inc. All rights reserved.

1 INTRODUCTION

This Statement of Work ("SOW") sets forth the Services (as defined herein) to be provided by Dell Marketing LP ("Dell") to City of Norman ("Customer").

The Services provided under this SOW are governed by and subject to the terms and conditions specified in the Commercial Terms of Sale, which is available at www.dell.com/CTS and in hardcopy from Dell upon request and incorporated by reference in its entirety into this SOW, and the parties acknowledge having read and agree to be bound by such online terms, (the "Agreement").

2 TERM

The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW.

3 SUMMARY OF SERVICE

Dell will provide the services as specifically described herein (the "Services"), which include the following:

- IT Simplification Enterprise Assessment

The objective of the IT Simplification Enterprise Assessment is to provide Customer with a detailed analysis of their Current Mode of Operations, spanning the entire information technology (IT) environment as set forth more specifically in this SOW.

4 SCOPE OF SERVICE

4.1 Introduction

The assessment will include an end-to-end analysis of the IT infrastructure level of complexity, based on internally developed industry standards, and an analysis of Customer cost of IT service delivery. The detailed understanding of current operational processes and related support costs enables Dell to make actionable recommendations that when implemented, will result in a substantial improved (efficiency, effectiveness, cost alignment) Simplified Future Mode of Operations.

Dell employs a detailed methodology and process for assessing the Customer's IT operations in the selected organization based on the explicit goals and objectives of the Customer. The process begins with the pre-collection of data (Discovery) for preliminary analysis prior to initiating on-site assessment activities. During the onsite validation phase, Dell will gather additional information through interviews and clarification discussions.

Included in the assessment, an evaluation of Customer infrastructure operations is performed using the five-stage Efficient Enterprise Model that examines the organization from key perspectives (Service

Delivery, Price Point, People, Measurement, Financial Management, Standardization, Tools and Automation). By understanding where the Customer's IT service delivery functions are positioned on the five-stage Efficient Enterprise model, Dell will assist Customer in identifying specific service delivery components that require corrective action. Implementing the Dell recommendations will drive continuous improvements and ensure that investments result in an effective and efficient Future Mode of Operations.

4.2 Detailed Description

For successful completion of the Services, Dell will perform the tasks in unique phases as follows:

Key Service Steps:

Step 1 - Project Launch: Dell will review the scope, process, milestones, and timeline with the Customer Project Sponsor and service-area participants. Customer and Dell confirm Resource and Communications Plans. Also, the Discovery Data Gathering Checklist is confirmed and distributed to service-area participants during this step.

Step 2 – Data Collection: Dell will collect volumetric discovery data, activity-based costing and financial data and other pre-assessment artifacts.

Step 3 - Review and Catalog Data: Dell will review, and catalog Customer pre-assessment data in a secured project repository and finalize the interview schedule.

Step 4 - Interview Process: Dell will conduct interviews with each service-area sponsor and finalize functional assessment questionnaires to isolate any missing data.

Step 5 - Data Analysis and Validation: Dell will analyze compiled data into the data review matrix and prepare assumptions and data variances. Follow-up clarification interviews will be conducted, when needed. When applicable, the activity-based costing survey will be initiated during this step.

Step 6 - Compile Data and Document: Dell will compile all gathered data and document findings, observations and assumptions. Data from the activity-based costing survey is compiled, and assumptions matrix is refined as necessary.

Step 7 - Build-Out Deliverables: Dell will complete all findings and recommendations deliverables including cost models and the Activity-Based Costing Summary for in-scope towers only.

Step 8 - Present Findings: Dell will review the findings with the Customer. Project Sponsor to validate the deliverables and prepare the final findings and deliverables documents to present to Customer Executive Management.

Dell Eight-Step Methodology Overview

This SOW will cover the IT Efficient Enterprise services for the Customer's computing environment and its operational disciplines, examining the following operational management components:

- **Service Delivery -** Level and quality of current service delivery

  The Service Delivery component is assessed to determine the quality of the current service delivery environment as compared to industry best practices. This examines IT's organizational alignment, strategy and vision, level of process integration, management of the service, user satisfaction and its focus on meeting or exceeding service level and operational goals.

- **People** - Quality and focus of staff development

  The People component is assessed to examine the level and quality of staff development, to include culture, roles and responsibilities, Customer service focus, training plans, and employee care methodology.

- **Price Point -** Cost to deliver services

  The Price Point component is assessed to determine the internal cost to deliver services, as compared to industry best practices. This includes the analysis of resource utilization and infrastructure components to quantify service costs.

- **Measurement** - Management and analysis of performance metrics

  The Measurement component is assessed to determine the organization's service level management methodology and process. This includes a review of operational metrics, the use of the metrics to communicate performance, trending capabilities, and related continuous improvement disciplines.

- **Financial Management** - Financial controls and discipline

  The Financial Management component is assessed to determine the organization's financial management methodology, including budget management, demand management, alignment of budget to IT delivery activities, and cost recovery mechanisms.

- **Standardization** - Level of standardization across the technical landscape

  The Standardization component is assessed to determine the organization's level of standardization in terms of hardware, software, tools, applications, and processes.

- **Tools and Automation** - Quality and automation of current toolset

  The Tools and Automation component is assessed to determine the organization's tool portfolio used in enterprise management to determine effective use of automation to enhance service delivery.

The specific service areas that will be assessed include:

- Data Center
  - Servers
  - Platform Standards
  - Performance Management
  - Maintenance Management
  - Virtualization

- Backup and Disaster Recovery
- Database Operations Management & Support
- Automation Management

- Storage
  - Platform Architecture & Standards (includes tiering and virtualization)
  - Storage Network Measurement
  - Performance and Capacity Planning
  - Maintenance Management
  - Tape Management
  - Back Up and Disaster Recovery

- Data Center Facilities
  - Environmental Design and Support
  - Rack and Cable Management

- **Network** – Data, Voice and Internet/Intranet/Extranet
  - Operations Practices
  - Number and type of networks
  - Performance Monitoring Capabilities
  - Network Performance Metrics
  - VOIP Capabilities and Usage
  - Network Provisioning
  - Disaster Recovery Capabilities
  - Automation Capabilities

- Security and Compliance
  - Standards
  - Policy Administration
  - Vulnerability Management
  - Intrusion Detection
  - End User Account and Access Management
  - Compliance Programs
  - Software and Management
  - Data Retention and Protection
  - Monitoring

    NOTE: This assessment does not measure whether the Customer is in security compliance, only that the disciplines exist, and are being followed.

- End User Computing
  - Desktops, Laptops, Thin Clients, PDAs, Printers
  - Platform Standards
  - Desktop Procurement

- Image Build & Management
- Installs, Moves, Adds, Changes (IMACS)
- Software Distribution
- Asset Tracking
- Desk-side Support, Break/Fix
- Refresh, Removal, Disposal

- Messaging and Collaboration
  - Messaging Services, including number and variation of messaging platforms.
  - Collaboration Services, including number and usage

- **Application Operations** - that part of application program which has a direct relationship to the infrastructure the applications use and the operational aspects of supporting the applications.
  - Application Technology Platform Requirements
  - SDLC Operational Impact (environments, separation of duties, quality control)
  - Portfolio Management (Lifecycle Mgmt)
  - Availability Management Process
  - Maintenance Process (enhancements, patches)
  - Automation Capabilities
  - Database Operations Management & Support

- Service Management
  - Service Desk
    - Incident Management
    - Problem Management
    - Request Management
  - IT Governance
  - Customer Relationship Management
  - Service Level Management including Service Level Agreements/Service Catalog
  - Financial Management
  - Vendor Management
  - Service Delivery Management (across all service areas)
  - Incident Management
  - Change Management
  - Release Management
  - Configuration Management
  - Asset Management including technology refresh and decommission practices
  - Capacity Management
  - Availability Management
  - Procurement and Maintenance Contract Management

- Staffing
  - Review of performance benchmarks

- Review of organizational alignment to services provided
- Comparison of benchmarks to industry best practices and standards

4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
4) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
5) Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
6) Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
7) Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
8) Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
9) Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
10) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
11) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
12) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
13) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.

4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.

4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1) Any services, tasks or activities other than those specifically noted in this SOW.
2) Any Dell training or certification services not specifically described in this SOW.
3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

4.6 Schedule / Timeline / Milestones

Dell anticipates the Services will span an estimated period of 5 contiguous business weeks.

The table below is an estimate of the general project duration by phase and is intended for planning purposes only. The actual schedule may change as the project progresses.

Phase	Estimated Duration	Onsite/OffSite
Project Initiation • Delivery of documents • Scheduling of meetings and calendar	Week 0	Offsite
Project Planning • Sponsor review • SPOC review • Dissemination of Discovery • Dissemination of ABC Survey Templates	Week 0	Offsite
Project Execution • Kickoff Meeting with Stakeholders • Review of Discovery • Review of ABC Survey Results • Interviews and Tours • Development of Executive Presentation materials including recommended initiatives • Calculation of Benchmarks and Simplification Index for in-scope towers • Preparation of A0 documents (AS-IS/TO-BE and the	Weeks 1-4	Onsite/Offsite as needed

Transformational Blueprint)		
Project Closure • Internal reviews • Sponsor review • Executive presentation to Stakeholders	Week 5	Onsite/Offsite as needed

4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.

4.8 Deliverables

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this SOW.

1) Executive Summary

a) Reflects a high level summary of key findings from the assessment for in-scope service delivery areas (only) with an emphasis on transforming service delivery capabilities, current delivery costs, and organizational structure.

b) Highlights key findings based on the collected and compiled data from the in-scope service delivery areas. These findings are organized by 'RAG' status in accordance with customer-supplied priorities.

c) Benchmarks current operations against cross-industry best practices for in-scope service delivery areas.

2) Assessment Findings & Recommendations

a) Provides detailed assessment findings by functional areas in seven key Efficient Enterprise categories (service delivery, costs, people, metrics, standardization, financial and tools automation) and high level recommendations for corrective actions for in-scope service delivery areas.

b) Specific areas of focus for in-scope service delivery areas include insights on the current organization and operational structure, along with recommendations for future mode of operations.

c) Lists the key areas where Customer service delivery operations within in-scope areas demonstrates excellence in service delivery along with providing key areas of future opportunity based on the analyzed results.

3) Service Delivery Ratings

a) Provides detailed assessment ratings by functional in-scope areas across seven categories (service delivery, price point, people, measurement, standardization, financial management, and tools & automation).

b) Reflects a rating of the analyzed in-scope service areas against a five level Enterprise Efficiency Maturity mode

4) Service Delivery Cost of Service Delivery

a) Provides a unit cost estimate for in-scope service areas and compares these to industry data

5) AS-IS and TO-BE Analysis

a) Provides a graphical representation of the current (AS-IS) and desired (TO-BE) method of operation

6) Transformational Blueprint

a) Provides a graphical representation of the transformation processes needed to achieve the desired (TO-BE) method of operation.

4.9 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.

Dell has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

Project Manager (PM)

- Single point of contact and accountability for successful delivery of the Services.
- Maintain focus on time, cost and scope.
- Coordinate and facilitate kick-off, status, deliverable review and closeout meetings.
- Establish and manage the Services schedule, communications and status reporting.
- Provide up to one status call and brief status report per week.
- Identify, monitor and manage Services risk, issues and escalations.
- Facilitate change management as needed.
- Confirm the Services delivered are in accordance with the SOW.
- Obtain deliverable and Services completion acceptance from Customer.
- Up to one deliverable review or phase completion call per week.
- Monitor the Services budget and invoices.
- Manage the Customer relationship.
- Track and status progress against milestones (if milestones are noted within SOW).
- All Project management activities will be conducted remotely.

Principal Consultant

- Provide technical thought leadership to the Services team to ensure successful delivery of the Services.
- Review the Service related documentation and implementation of recommended solution.
- Work with the Project Manager and Senior Consultant to gain a comprehensive understanding of Customer's situation and orchestrate the efforts of one or more development resources.
- Review Customer technical requirements and provide direction for recommended solution.

- Provide guidance for Senior Consultant to define estimates for the development tasks.
- Provide technical interlocking of Customer's project team to Dell product and Services team(s) to confirm coordinated action

5 PRICING

This section describes the methodology for determining invoice amounts (the "Charges") for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

5.1 One-Time Charge Following Customer Signature

Dell will invoice Customer upon Customer signature of the SOW the following One-Time Charge:

One-Time Charge: **USD 47,560**

5.2 Expenses

Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

5.3 Purchase Order Amount

The Total amount to be noted on the Purchase Order provided to Dell for this SOW is: **USD 47,560**. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

5.3.1 Pricing Clauses:

1) Pricing – The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date ("Initial Delivery Date") of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
2) The price for the Service is based on Customer's environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
4) Taxes - All prices are in USD and are exclusive of all applicable taxes

6 CHANGE MANAGEMENT PROCESS

The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

www.dell.com/servicecontracts/RFC

The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

7 OTHER PROVISIONS

1) Dell may use affiliates and subcontractors to perform Services.
2) Dell may perform all or part of the Services off-site at a Dell or other location.
3) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
4) Customer acknowledges that Dell will request Customer's participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell's performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference.
5) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.

8 GENERAL

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.

9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

City of Norman		Dell Marketing LP	
By:	.....	By:	.....
Printed:	.....	Printed:	.....
Title:	.....	Title:	.....
Date:	.....	Date:	.....

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt of this fully executed SOW and Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to
Fax: (512) 283-7899, Attention: Intake Manager, RE: 6058760.
The purchase order amount should include estimated expenses, if they are billable.

Contact Summary

Customer		City of Norman
	Customer Number:	67004156
	Contact Name:	Steve Lewis
	Phone:	(405) 366-5300
	Email:	city.manager@normanok.gov
Initial Delivery Date		6/11/2013
Document Author	Name:	Hector Moreno
	Title:	Solution Architect
	Organization:	Dell Global Solution Design Center
	Phone:	972-577-7000 x3323662
	Email:	hector_moreno@Dell.com
Customer Billing Contact	Name:	Steve Lewis
	Address:	201 W Gray St, Norman, OK 73069
	Phone number:	(405) 366-5300
Dell Segment Contact	Name:	Ges Creaton
	Phone:	512-513-1519
	Email:	gerard_creaton@dell.com
Locations where work will be performed		City of Norman, 201 W Gray St, Norman, OK 73069
Dell Opportunity Number		6058760
RFS Number/Code #		RFS-2013-22974