



STATEMENT OF WORK

Project Name:	Nutanix Implementation for Water Facility	
Customer Name:	City of Ann Arbor (MI)	
CDW Affiliate:	CDW Government LLC	
Date:	January 28, 2026	Seller Representative: Brian Donovan +1 (616) 4642701 Brian.Donovan@cdw.com
Drafted By	Yvette Estelle	Solution Architect: Abby Munn Dave Winkelmann

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and City of Ann Arbor (MI) (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain Sourcewell 121923-CDW Technology Products and Services with Related Solutions Agreement between CDW Government LLC and Sourcewell effective March 13, 2024 (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.

PROJECT SCOPE

SERVICES SUMMARY

Provider will perform the following:

- Nutanix Cluster Deployment Services – AHV
- Teach to Fish – Data Migration Services

NUTANIX CLUSTER DEPLOYMENT SERVICES – AHV PROJECT SCOPE

Provider will perform the following:

- Install and configure a Nutanix cluster consisting of up to four (4) nodes utilizing AHV as the hypervisor.

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

- Pre-SOW 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 Provider 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
 - If using 3rd party hardware, the appropriate prep SOW module must be added to the scope to account for connectivity and firmware efforts
 - If the project will be completed remotely, Provider will assist Customer in racking and cabling verification to ensure proper physical installation and connectivity
 - 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
 - If the project will be completed remotely, Provider will assist Customer with installing and configuring a local Nutanix Foundation appliance for purposes of imaging.
 - Configuration of AHV Cluster
 - Cluster Administration Settings (Users, NTP, SMTP, SNMP)
 - Storage Pool/Storage Container creation and configuration
 - Virtual Network configuration for VM traffic
- 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 Asynchronous DR – Manual Data Protection Configuration
 - If multiple Nutanix clusters are in use, configure if Customer desires:
 - Async Protection Domains (up to three (3))
 - Protected VMs (up to five (5))
 - Replication Schedules
 - Discussion around manual VM failover and recovery concepts
 - Check data replication operations for successful transmission to remote cluster (VM recovery and operability testing and runbook documentation is out of scope for this service)
- 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

NEW CLUSTER – 3RD PARTY HARDWARE PREP

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

- Assist pre-sales team to validate 3rd party hardware order meets Nutanix compatibility matrices
- Additional work around initial network backplane connectivity (CIMC, IPMI, etc.)
- Perform required firmware updates that are required for Foundation imaging process
- Validate hardware is ready for cluster deployment

CUSTOMER RESPONSIBILITIES

1. If using 3rd party hardware for Nutanix solution, Customer must ensure hardware meets Nutanix interoperability and compatibility requirements for use and that firmware is installed and updated as per Nutanix recommended versions.
2. Customer needs to have a 10GbE 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.
3. 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.
4. Configuration of network switches for data and management will be completed by Customer unless explicitly stated otherwise in the “Services Summary” section above.
5. For remote-based deployments, Customer will need to ensure that they have the infrastructure to install and configure a Nutanix Foundation VM appliance for temporary use in Nutanix cluster imaging. This can be on an existing virtual infrastructure or built as a VM on a workstation. Connecting the nodes to a temporary 1Gb management switch is recommended to ensure traffic does not affect production network load. Additionally, node IPMIs will be assigned static IP addresses to help with imaging process.
6. Assist Provider with project planning and design variable gathering.
7. Customer is responsible for creating a backup of the VMs to be test migrated.
8. 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.
9. Customer shall perform a full working backup of its network prior to commencement of the Services. Provider is not responsible for lost data.
10. 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 Provider and reasonably assist Provider with its performance of the Services.
11. Provide Provider’s personnel with appropriate levels of access and privilege to systems and information necessary for Provider’s performance of the Services.
12. Limiting access to Customer’s network and/or facilities only as needed to perform the Services.
13. Make any final decisions regarding and take responsibility for the implementation of any recommendations or potential solutions provided by Provider under this SOE.
14. Site Preparation:
 - a. All hardware will be received and inventoried prior to scheduling Provider 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 Provider is required to install on Customer’s behalf.

ASSUMPTIONS AND ACKNOWLEDGMENTS

1. Services will be delivered onsite or remotely, based on Customer needs and project intent.
2. Customer's personnel will be available on a timely basis, and when reasonably requested by Provider, Customer's personnel will provide input, review the Services being performed and the items provided by Provider, answer questions, provide signoff, and allow Provider 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 Provider to better ensure completion of the project within the anticipated schedule.
4. Customer acknowledges and agrees that Provider 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 Provider from accessing any Personal Data during the performance of the Services.

TEACH TO FISH – DATA MIGRATION SERVICES PROJECT SCOPE

- Instruction on the migration of up to five (5) VMs with up to 5 TB storage usage (five (5) hours) and (five (5) hours) of post instruction support.

OUT OF SCOPE

Nutanix

1. Firmware upgrades for non-Nutanix hardware (3rd party hardware platforms) unless otherwise stated with the appropriate services module.
2. Creation and configuration of new vCenter appliances, unless otherwise stated with the appropriate services module.
3. Nutanix Metro Availability
4. Configuration of LAN/SAN switches
5. Remediation of any issues or problems is out of scope for this engagement
6. Provider will not perform Services for Customer's foreign affiliates if any
7. Any other Services not specified herein
8. Replacement of any security certificates.
9. Any P2V conversions
10. Network configuration of switches/non-Nutanix devices to support DR configuration
11. Recovery or operability testing on production VMs
12. Tasks not defined within this SOW

Teach to Fish

1. Full data migration

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

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/URL

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

Project Manager

Seller will assign a project management resource to perform the following activities within the Scope of the Project:

- Day-to-day project management.
- Project status meetings and reports on a regular cadence schedule based on agreement with stakeholders to include action items, tasks completed, tasks outstanding, risks, issues and key decisions.

- Provides project schedule or plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration.
- Partners with Project Team and Customer to define the appropriate project management processes and procedures that will be followed. Ensures alignment between project outputs and outcomes and the Customer's goals and objectives.
- Provides effective leadership to the project team. Oversees completion of project and effectively manages scope, timelines, dependencies, risks, costs, and budgets.
- Facilitates Change Orders and administrative tasks, as necessary, leveraging Seller's project change control process
- Documents and distributes meeting notes/action items
- Coordinates and facilitates project closure meeting and project closure documentation.
- Creates and distributes escalation and contact lists
- Acts as the main Point of Contact to Customer, if requested

Upon completion of the Services, CDW will submit a Completion Document to Customer. Customer will return the Completion Document in accordance with its instructions within five (5) business days from the date of receipt thereof. If Customer reasonably believes that CDW failed to substantially complete the Services in accordance with this SOW, Customer will notify CDW in writing of its reasons for rejection of the Services or any portion thereof within five (5) business days from Customer's receipt of the Completion Document. If CDW does not receive the signed Completion Document or written notification of the reasons for rejection within five (5) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CONTACT PERSONS

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.

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.

CHANGE MANAGEMENT

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"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or 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.

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, 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.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("Total Fees") include both fees for Seller's performance of work ("Services Fees") and any other related costs and fees specified in the Expenses section ("Expenses").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in 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 Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table below).

Services Fees of \$15,340.50 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 66 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Consulting Engineer – Per Hour	\$236.25	50	\$11,812.50
Project Manager – Per Hour	\$220.50	16	\$3,528.00
Estimated Totals		66	\$15,340.50

EXPENSES

When Seller's personnel are located more than 50 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$125/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

TRAVEL NOTICE

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 following locations ("Customer-Designated Locations")

Location	Address
Ann Arbor Water	919 Sunset Road, Ann Arbor, MI 48103

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.

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.

CDW Government LLC

City of Ann Arbor (MI)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

PO BOX 8647, ACCOUNTS PAYABLE

ANN ARBOR, MI 48107-8647

