

**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 02/16/2016

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Hewlett Packard Company

**Project Title/Description:**

Data Centers Migration and Transformation Services

**Purpose:**

Amendment of Award: Master Agreement No. MA-PO-15-287. Assign contract from Hewlett Packard Company to Hewlett Packard Enterprise Company.

Administering Department: Information Technology

**Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060 Emergency and Other Limited Competition, Solicitation No. 172378 was conducted. On 04/21/2015, the Board of Supervisors approved the award of a contract for the not-to-exceed amount of \$1,238,292.00 for a one (1) year term with four (4) one-year renewal options.

Subsequent to the initial award Hewlett Packard Company has separated into two (2) distinct legal companies. Hewlett Packard Company changed its name to HP Inc. and limits its scope to provide desktops, laptops, and tablets, and related services. Hewlett Packard Enterprise Company limits its scope to servers, storage, software, and related services specific to this Master Agreement No. MA-PO-15-287.

\$1,225,750.01 of the initial award of \$1,238,292.00 has been expended on the Hewlett Packard Company contract leaving a remaining award balance of \$12,541.99 which will be transferred to the Hewlett Packard Enterprise Company contract. No additional award is needed for the HP Inc. contract in the current term so the not-to-exceed amount will be reduced to the amount already expended to prevent any further use. The total award amount of \$1,238,292.00 remains unchanged.

Attachments: Assignment Agreement and Master Agreement No. MA-PO-15-287.

**Program Goals/Predicted Outcomes:**

Refresh all hardware environments including servers and storage equipment and migrate two data centers.

**Public Benefit:**

Updated equipment creates increased efficiencies and demand for storage. Mitigated risk with improved disaster recovery plan.

**Metrics Available to Measure Performance:**

Total of 17 specific milestones in two project phases.

**Retroactive:**

Yes. Contractor oversight.

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**Original Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

☐ Expense Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☐ Not Applicable to Grant AwardsWere insurance or indemnity clauses modified? ☐ Yes ☐ No ☐ Not Applicable to Grant AwardsVendor is using a Social Security Number? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

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**Amendment Information**

Document Type: MA \_\_\_\_\_ Department Code: PO \_\_\_\_\_ Contract Number (i.e., 15-123): 15-287

Amendment No.: One (01) \_\_\_\_\_ AMS Version No.: 5 \_\_\_\_\_

Effective Date: 11/01/2015 \_\_\_\_\_ New Termination Date: \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$0.00

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Paul Turner, Commodity Contracts Officer (101) 2/3/16

Department: Procurement May 2016 2/3/16 Telephone: 724-3723

Department Director Signature/Date: *John Burke* 2-4-16Deputy County Administrator Signature/Date: *[Signature]* 2/5/16County Administrator Signature/Date: *[Signature]* 2/4/16  
(Required for Board Agenda/Addendum Items)

**CONTRACT**NO. MA-PO-15-287AMENDMENT NO. 01

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

**ASSIGNMENT AGREEMENT**

This Assignment Agreement includes Pima County, Arizona ("County"), Hewlett Packard Company, ("Original Contract Vendor") 3000 Hanover Street, Palo Alto, CA 94304, and Hewlett Packard Enterprise, ("Assigned Contract Vendor") 3000 Hanover Street, Palo Alto, CA 94304].

**WHEREAS**, the County has an agreement with the Original Contract Vendor, MA-PO-15-287, ("Contract") effective April 21, 2015; and

**WHEREAS**, the Original Contract Vendor wishes to separate Hewlett Packard Company into two independent companies and assign all its interests and obligations in the Contract to the Assigned Contract Vendor;

**THEREFORE**, the parties agree:

1. In connection with the separation of Hewlett Packard Company, effective as of **November 1, 2015** ("Assignment Effective Date"), the parties intend to assign all rights and obligations, and delegate all performance under the Contract, to the Assigned Contract Vendor.
2. The County approves the request of the Original Contract Vendor to assign to the Assigned Contract Vendor all its interests, rights, responsibilities, obligations, duties, and other provisions in the Contract, which is incorporated as Exhibit A, and:
  - (a) Original Contract Vendor irrevocably (i) assigns to Assigned Contract Vendor all of its rights under the Contract and (ii) delegates to Assigned Contract Vendor all of its obligations under the Contract; and
  - (b) Assigned Contract Vendor unconditionally accepts all of Original Contract Vendor's rights and obligations in the Contract, and agrees to be bound by, perform and discharge all of the liabilities, obligations, duties and covenants under the Contract after the Assignment Effective Date.
3. The Original Contract Vendor and the Assigned Contract Vendor jointly and severally represent to the County that:
  - (a) the Original Contract Vendor is not in default of any of its obligations under the Contract; and
  - (b) the Original Contract Vendor has assigned to the Assigned Contract Vendor, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable the Assigned Contract Vendor to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contract Vendor; in addition, Original Contract Vendor assigns all prepaid funds paid under the Contract to the Assigned Contract Vendor; and
  - (c) the Assigned Contract Vendor is able to perform all of the duties, obligations, and responsibilities of the Contract.

4. Any amounts due under the Contract to the Original Contract Vendor for goods or services before the Assignment Effective Date will be paid to the Original Contract Vendor. Any amounts due under the Contract after the Assignment Effective Date will be paid to the Assigned Contract Vendor.

5. The parties intend that this Agreement constitutes a novation, and that notwithstanding anything to the contrary in the Assigned Contract, the County releases and forever discharges the Original Contract Vendor, as well as its shareholders, directors, officers, employees, agents and representatives, from all further obligations arising under the Assigned Contract, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims and demands that the County has or may have against any of the foregoing entities, arising out of or in any way connected to performance under the Assigned Contract on and after the Assignment Effective Date. Nothing affects any rights, liabilities or obligations of the County or Original Contract Vendor due to be performed before the Assignment Effective Date.

Signed:

THIS CONTRACT IS SUBJECT TO  
THE PROVISIONS OF A.R.S. § 33-511

ORIGINAL CONTRACT VENDOR  
HEWLETT PACKARD COMPANY

By: *[Signature]*

Title: Senior Counsel

Date: 11/1/15

ASSIGNED CONTRACT VENDOR  
HEWLETT PACKARD ENTERPRISE

By: *[Signature]*

Title: Senior Counsel

Date: 11/1/15

PIMA COUNTY

By:

Title:

Date:

APPROVED AS TO FORM

*[Signature]* 1/20/16  
Deputy County Attorney  
TOBIN ROSEN

## Exhibit A

MA-PO-15-287, ("Contract") effective April 21, 2015, is attached and incorporated herein by reference.



Pima County  
MA\_PO\_15-287



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 15000000000000000287

MA Version: 5

Page: 1

Description: HP Transformation and Migration Services

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Pima County Procurement Department  
130 W. Congress St. 3rd Fl  
Tucson AZ 85701

Issued By: PAUL TURNER  
Phone: 5207243723  
Email: paul.turner@pima.gov

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Initiation Date: 04-21-2015

Expiration Date: 04-20-2016

NTE Amount: \$1,225,750.01

Used Amount: \$1,225,750.01

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HP Inc  
  
13207 Collections Center Dr  
  
Chicago IL 60693-3207

Contact: HEWLETT-PACKARD  
Phone: 480-922-4855  
Email: cynthia.meyers@hp.com  
Terms: 0.0000 %  
Days: 30

Shipping Method: Vendor Method  
Delivery Type: STANDARD GROUND  
FOB: FOB Dest, Freight Prepaid

### Modification Reason

Assign contract from HP Inc. to Hewlett Packard Enterprise Company. Attachments: Assignment Agreement and Board of Supervisors award package.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 15000000000000000287

MA Version: 5

Page: 2

Line	Description					
1	HP Services					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1238292			
2	HP Services					
	Service Contract Amt			Service From	Service To	
	\$0.00			-	--	



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 15000000000000000287

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Page: 1

Description: HP Transformation and Migration Services

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Pima County Procurement Department  
130 W. Congress St. 3rd Fl  
Tucson AZ 85701

Issued By: PAUL TURNER  
Phone: 5207243723  
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Initiation Date: 04-21-2015  
Expiration Date: 04-20-2016

NTE Amount: \$12,541.99  
Used Amount: \$0.00

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Hewlett Packard Enterprise Company  
  
3000 Hanover St  
  
Palo Alto CA 94304

Contact: Alicia Ornelas  
Phone: 888-227-8459  
Email: alicia.ornelas@hpe.com  
Terms: 0.0000 %  
Days: 30

Shipping Method: Vendor Method  
Delivery Type: STANDARD GROUND  
FOB: FOB Dest, Freight Prepaid

#### Modification Reason

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# MASTER AGREEMENT DETAILS

Master Agreement No: 15000000000000000287

MA Version: 5

Page: 2

Line	Description	Service From	Service To
1	HP Services Service Contract Amt \$0.00	--	--

**CONTRACT**

NO. MA-PB-1500000000000000

**AMENDMENT NO.** \_\_\_\_\_

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

### ARTICLE III – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed one million two hundred thirty eight thousand two hundred ninety two dollars (\$1,238,292.00). Pricing for work will be as set forth in Exhibit A: Statement of Work.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item unit price.

CONTRACTOR will provide detailed documentation in support of payment requests. CONTRACTOR must bill COUNTY within one month after the date on which CONTRACTOR'S right to payment accrues (the "Payment Accrual Date"), which, unless Exhibit A specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item on Exhibit A and list each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner, and will refuse to pay any amount billed more than six months after the Payment Accrual Date, pursuant A.R.S. § 11-622(C).

It is the intention of both parties that pricing shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by the CONTRACTOR upon renewal of the Contract, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices shall include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR shall not provide goods and services in excess of the Exhibit A Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment shall be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXII, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor for payments determined to be improper or contrary to the contract or law.

### ARTICLE IV - INSURANCE

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR shall maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be included as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

### ARTICLE V - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all third party suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

As of the date of Contract execution, CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any third party claim of infringement arising from services provided under this contract or from the provision, license, transfer of any products provided under this Contract. Provided that County notifies HP promptly and cooperates with any defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to County the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid.

#### **ARTICLE VI - COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

#### **ARTICLE VII - INDEPENDENT CONTRACTOR**

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officer's agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

#### **ARTICLE VIII - SUBCONTRACTOR**

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

#### **ARTICLE IX - ASSIGNMENT**

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld. Except that County shall not withhold its consent to any assignment or novation by HP in connection with the HP Separation

#### **ARTICLE X - NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all applicable provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin."

#### **ARTICLE XI - AMERICANS WITH DISABILITIES ACT**

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

## ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

## ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

## ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

## ARTICLE XV – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. County may as its exclusive remedy recover from HP reasonable costs incurred to complete the Services to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. County will mitigate damages and provide HP with detailed invoices substantiating the charges.

In such event, CONTRACTOR shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.

- B. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:
1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
  3. Refusal or failure to remedy defective or deficient work within a reasonable time;
  4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
  5. Disregard of applicable laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
  6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
  7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
  8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, prepared by CONTRACTOR for this project and paid for by the County shall become COUNTY 's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
  2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the exact amount of damage due COUNTY from CONTRACTOR is determined; and
  3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR shall not exceed the Contract value of equipment or software ordered or work satisfactorily performed prior to the date of termination

for which payment has not been previously made.

- D. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if:
- (1) Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
    - (i) Acts of God or of the public enemy,
    - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
    - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
    - (iv) Fires,
    - (v) Floods,
    - (vi) Epidemics,
    - (vii) Quarantine restrictions,
    - (viii) Strikes,
    - (ix) Freight embargoes,
    - (x) Unusually severe weather, or
    - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and
  - (2) The CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefore. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by reasonable method by CONTRACTOR's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

#### **ARTICLE XVI – TERMINATION FOR CONVENIENCE**

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for equipment or software ordered or services rendered prior to the date of termination.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

#### **ARTICLE XVII - NOTICE**

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

**COUNTY:**

Jesse Rodriguez, CIO  
Pima County Information Technology  
33 N Stone Ave., 17<sup>th</sup> FL  
Tucson, AZ 85701

**CONTRACTOR:**

Fernando Castillo  
Hewlett-Packard Company  
Attention: Elizabeth Leach  
355 LedgeLawn Drive  
Conway, AR 72034  
Fernando.Castillo@hp.com

#### **ARTICLE XVIII - NON-EXCLUSIVE CONTRACT**

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

#### **ARTICLE XIX - OTHER DOCUMENTS**

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Standard Terms and Conditions and Exhibit A: Statement of Work. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

#### **ARTICLE XX - REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

#### **ARTICLE XXI - SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

#### **ARTICLE XXII - BOOKS AND RECORDS**

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

#### **ARTICLE XXIII- PUBLIC INFORMATION**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that CONTRACTOR reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. CONTRACTOR shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

#### **ARTICLE XXIV – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in

order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY 'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

#### **ARTICLE XXV DISPUTES AND LIMITATION OF LIABILITY**

Limitation of Liability. Except for damage arising or alleged to have arisen due to Contractor's negligence or willful misconduct for: 1) Contractor's obligations for any breach of confidentiality under FERPA of student personal information as defined in 20 U.S. Code § 1232h (c)(6) or any breach of confidentiality under HIPAA or HITECH of personal health information as defined in 45 CFR Part 160 and Part 164, Subparts A and E, or 2) any personal injury or property damage, in no event shall Contractor's aggregate liability to COUNTY under this Agreement or any Purchase Order issued hereunder exceed the total amount paid by COUNTY to Contractor in the twelve months preceding the event that caused the liability. In no event shall either party be liable to the other party for indirect, incidental, special or consequential damages, including but not limited to lost data, lost business or lost profits, however arising, even if such party has been advised of the possibility of such damages.

Disputes. If County is dissatisfied with any products or services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.

**(THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)**



**ARTICLE XXVI - ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

**PIMA COUNTY**



Chair, Board of Supervisors

APR 21 2015

Date

**CONTRACTOR**



Authorized Officer Signature

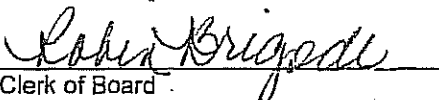
Jim Hofmann

Printed Name and Title

April 06, 2015

Date

**ATTEST**



Clerk of Board

APR 21 2015

Date

**APPROVED AS TO FORM**



Deputy County Attorney

**TOBIN ROSEN**

Print DCA Name

4/8/15

Date

**APPROVED AS TO CONTENT**



Department Head

4/8/15  
Date

## Exhibit A: Statement of Work to Pima County for Migration from Hewlett-Packard Company



27 March 2015  
HP ID: OPP-0003439728 v15



## Non Disclosure

The information (data) provided in the portions marked as confidential constitutes trade secrets and/or information that are commercial or financial and confidential or privileged. It is furnished in confidence with the understanding that it will not, without permission of the offeror, be used or disclosed for purposes other than those provided herein, unless otherwise required by law.

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# 1. Statement of Work Information

## 1.1. Introduction

This Statement of Work ("SOW") is effective as of the last date of signature indicated in the signature section below ("Effective Date") by and between the Hewlett-Packard entity named below ("HP") and Pima County ("Customer"), and identifies the professional services ("Services") HP will perform for Customer.

Handwritten or typewritten text (other than information specifically called for in the spaces provided) that purports to modify or supplement the printed text of this SOW shall have no effect and shall not add to or vary the terms of this SOW.

If not executed, HP reserves the right to expire this SOW according to the expiration date of the accompanying quote, or if unspecified, thirty (30) days from the date this SOW was issued.

This SOW is governed by Attachment E, HP COUNTY Terms – Professional Services ("Agreement").

## 1.2. Solution Overview

This SOW outlines the Data Centers Migration Project, which is a component of Client's Technology Refresh in Pima County strategic plan. In addition, it outlines the role of a Program Manager to oversee Pima County's hardware implementation project, as well as the migration project described herein.

Pima County's Technology Refresh is undertaking the following:

- Refresh all Hardware environments including servers and storage equipment
- Migrate Pima County's two (2) data centers (DCs) to achieve swapping of the environments from the Primary DC location with the Disaster Recovery DC location

The Technology Refresh has multiple purposes for Pima County:

- Swap the existing data centers to position the Primary DC in the newest and largest of the two (2) DCs
- Establish a well-defined, comprehensive, enterprise-wide business-aligned DC model that Pima County can grow and adapt to support their operational strategies
- Migrate critical applications from the older DC to the newer DC based on developed target architectures
- Mitigate risk through an improved disaster recovery plan
- Provide Pima County with the flexibility and agility to rapidly provision infrastructure
- Increase efficiencies in Pima County's IT cost and IT performance

This SOW comprises services and deliverables to perform the DC Migrations (swaps) for Pima County's Tucson, AZ data centers. The Hardware and Software implementations and the ongoing Support Services are out of scope for this SOW.

The HP team proposes the following services:



**Table 1. Proposed Services**

Activities	Details
Project Management	<ul style="list-style-type: none"> <li>• Project plan</li> <li>• Schedule</li> </ul>
Discovery, Assessment	<ul style="list-style-type: none"> <li>• Baseline performance</li> <li>• Assessment</li> <li>• Recommendations</li> </ul>
Future Architecture	<ul style="list-style-type: none"> <li>• Hardware and Network architecture diagrams</li> </ul>
Migration Planning	<ul style="list-style-type: none"> <li>• Equipment lists</li> <li>• BOMS</li> <li>• Migration plan</li> <li>• Application groupings</li> <li>• Migration strategies</li> </ul>
Pilots	<ul style="list-style-type: none"> <li>• Design validation</li> <li>• Migration process validation</li> </ul>
Detail Design	<ul style="list-style-type: none"> <li>• Transformation designs</li> <li>• Source to target migration details</li> <li>• Migration playbooks</li> </ul>
Migration	<ul style="list-style-type: none"> <li>• Applications</li> <li>• Servers</li> <li>• Data</li> <li>• Production cutover</li> <li>• Performance assessment</li> </ul>
Program Management	<ul style="list-style-type: none"> <li>• Overall coordination of the two projects – Hardware implementation and the Data Center migration projects, including the and management of their inter-dependencies</li> </ul>

The HP team for this engagement is comprised of consulting resources in the roles of Project Manager, Architects, and Engineers. These resources will work with Pima County's team to:

- Understand the IT current environments
- Architect the future hardware and network environments
- Build the source-to-target plans
- Transform Pima County's IT hardware and network infrastructure to the future architecture

**Note:** Project team organizations, roles, and responsibilities are outlined in the project sections.

HP has a variety of tools to choose from during the planning and migration phases of this project. Based on discussions with Pima County and HP's understanding of Pima County's IT profile and limitations on server outages, it is expected that VMotion will be the tool of choice for most of the VM server instances. HP will collaborate with Pima County in the



selection and deployment of additional tools such as PlateSpin or other Customer owned tools if required during the assessment and planning phase. Based on the results of the assessment, if alternative migration tools are required HP will provide the alternative tools using the change process described in Section 5.2

### **1.2.1. Phased approach to align to Pima County Fiscal Years**

This migration project will be separated into two phases to facilitate the alignment of the anticipated milestone completion dates to Pima County's fiscal years 2015 and 2016. HP understands that Pima County's fiscal year 2015 ends on 30 June 2015.





## 2. Project Description

The scope and size of the effort for the planning, transformation and migration services are based on Customer provided information, included in Attachment B. Should the profile findings be different from those in Attachment B, HP will use the change process described in Section 5.2.

For purposes of this SOW, the current in-scope environment is defined as follows:

- The current Primary and DR DCs are located in Tucson approximately thirteen (13) miles apart
- Server instances are comprised of 1,260 Wintel and 40 Linux and/or UNIX server platforms
- Total Raw Storage is 1,200 Terabytes.
- There are 513 applications
- There are approximately 8-10 instances of server clustering using Microsoft Clustering software

### 2.1. Phase 1

Phase 1 of the Data Centers Migration Project aligns with Pima County fiscal year 2015, ending 30 June 2015.

#### 2.1.1. Project Specific Services

HP consultants will provide Services related to the following activities:

**Service Name**—Identifies the professional service (as such term is defined in the HP Single Engagement Terms for Professional Services attached hereto) by name and number, which will be consistent with the work breakdown structure below. Project Management related services are described in Section 2.1.4 below and are not numbered.

**Service Description**—Defines the characteristics of the service.

**Customer Responsibilities**—Describes any responsibilities, activities, or deliverables to be provided by the Customer and considered critical to the project's success.

**Assumptions**—Describes any HP assumptions with respect to its performance under this SOW. Assumptions that must be changed or prove invalid, and which have a material impact on the project's schedule and/or cost, are subject to HP's standard change order process. Assumptions are specific to the service name.

**Exclusions**—Describes specific deliverables or activities that are not included in the scope of this project.

##### 2.1.1.1. Project Kickoff and Program Management for Hardware Installation

**Service Name**— Project Kickoff and Program Management for Hardware Installation

**Service Description**— This service includes two (2) activities: Program Management for Hardware Installation and Project Kickoff.

- Program Management for Hardware Installation



- Provide Project Management Oversight for the installation of the HP hardware delivered to Pima County for Client's Technology Refresh in Pima County strategic plan
- Project Kickoff
  - The Project Kickoff will take place within the first two (2) weeks of the project.
    - Review Project goals
    - Communicate Project Milestones
    - Communicate Project Schedule
    - Introduce Project teams
    - Review roles and responsibilities
    - Review of Pima County's processes and procedures
    - Establishment of regular monitoring meetings and reporting expectations.

**Customer Responsibilities—**

Pima County will provide:

- Facilities and appropriate Pima County personnel for the Project Kickoff. Facilities should include at a minimum a meeting room with whiteboard, projector and teleconferencing equipment.
- Necessary documents for description of the current state of the infrastructure

**Assumptions—**

Project Kickoff will be held on site in Tucson, AZ

**Deliverables —**

None

## **2.1.1.2. Project Planning**

### **Service Description**

Create an approach that can be used to facilitate the migration of Pima County's data centers.

The approach will take into consideration:

- Application migration readiness and dependencies with other in flight projects
- The infrastructure requirements for the targeted environments
- Business plans, application downtime restrictions, and cycles
- Migration planning and execution

### **Customer Responsibilities**

- Pima County will provide detailed discovery information at the start of the project. See **Attachment B**.
- Hardware and software inventory and configuration information.



- Application architecture information and diagrams.
- Network architecture and design.
- Coordinate and make available Pima County technical subject matter experts (SMEs) for workshops and design reviews.

**Assumptions:** None

**Deliverables**

Migration Project Plan

- **Deliverable Description:** Project plan, including the transformation, migration, and transition planning and migration schedule.
- **Pima County Responsibilities:** Participate in the planning activities.
- **Assumptions:** The Project Plan will be produced using Microsoft Office Suite.
- **Acceptance:** Upon delivery of the final document

### 2.1.1.3. Discovery / Assessment

**Service Description:** The initial discovery will capture server instances based on information provided by Pima County. During the Discovery and Assessment phase, HP will execute the following activities:

- Map dependencies, interview and survey application teams to capture current application data.
- Finalize network architecture.
- Prepare the data migration strategy and architecture document.

**Customer Responsibilities**

- Provide infrastructure and application configuration information at the start of the project. See Attachment B.
- Provide storage configuration and usage information details as required during the review sessions

**Assumptions**

The data provided by Pima County at the onset of the project will satisfy 85% of HP's requirements for data. See Attachment A for infrastructure and application discovery templates.

**Deliverables**

Baseline Recommendations Document

- **Deliverable Description:** Recommendations resulting from the discovery and baseline performance assessment. HP's understanding of the Pima County environment and performance requirements.
- **Pima County Responsibilities:**
  - o Provide baseline performance data
  - o Participate in setting performance requirements



- **Assumptions:** The baseline recommendations will be produced using MS office suite
- **Acceptance:** Upon delivery of the final document

#### 2.1.1.4. Architecture

**Service Description:** HP will work with Pima County to review and select the feasible architectures to address the target environment required to receive the migrated workloads based on Pima County's requirements.

- Review the current existing Tucson data centers computing topology, configuration and any other documents requested by HP and provided by the Pima County network team.
- Review the proposed new Tucson data center computing design and configuration provided by the Pima County computing team.
- Provide an analysis for the new Tucson data center computing for:
  - Recommended changes/modifications to simplify the computing configuration and reduce, consolidate, or virtualize
  - Opportunities for further compute consolidation and virtualization

#### Customer Responsibilities

- Pima County's application support teams will provide the service level objectives and availability requirements for HP to gain an understanding of the impact of these requirements on the target architecture.
- Pima County will provide information on the Service level objectives and uptime targets being met in the current environment. Reports will support this data.
- Pima County will produce reports using application and database reporting tools to demonstrate current performance levels.
- Pima County will perform remediation and application software upgrades should any of the systems be deemed not suitable for like-for-like migrations.

#### Assumptions:

- Pima County data center migration is a like-for-like migration. The future architecture will be defined to reflect the current environment to support the like-for-like moves. Like-for-like implies the target and source environments are identical, including hardware configurations, and OS, Middleware, Database and Application software version
- HP will leverage the existing Pima County implemented security controls during project delivery.

**Exclusions:** A redesign of Pima County's security architecture is out of scope.

#### Deliverables

##### Hardware Architecture Diagrams

- **Deliverable Description:** Hardware Architecture Diagrams describing the future environments to be deployed in the target data centers.



- **Pima County Responsibilities:** Participate in the architecture definition.
- **Assumptions:** The Architecture Diagram will be produced using MS Office Suite
- **Acceptance:** Upon delivery of the final document

#### 2.1.1.5. Network Architecture Validation

**Service Description—** A review and validation of the Pima County data center network architecture is required to facilitate efficient data transfer per Pima County's technical and business requirements. As a part of this data center implementation, HP will work with the Pima County network team to finalize Pima County's data center network design. HP will perform the following tasks in support of this effort:

- Review the current existing Tucson data centers network topology, configuration and any other network documents requested by HP and provided by the Pima County network team.
- Review the proposed new Tucson data center network design and configuration provided by the Pima County network team.
- Provide an analysis for the new Tucson data center network for:
  - Recommended changes/modifications to simplify the network configuration and reduce the number of protocols and feature sets in use but no longer needed.
  - Recommended data-center-to-data-center link bandwidth to cover data transfer and synchronizations.
  - Recommended options for single-point-of-failure network recovery.
  - Recommended options for network load balancing.
  - Recommended options for network management feature utilization, policies and procedures.

#### Customer Responsibilities

Provide current and future Tucson data center IP and storage network design with the following attributes:

- Network bill of material
- Network topology (Visio), including IP addresses, network zones, and DMZ
- Network bandwidth for operational and project data migration requirements
- Network latency
- Cabling diagrams
- Backup and Network management requirements
- Wide area network connections

#### Assumptions

- Pima County has a network design established for the current and new Tucson data center.



- The network architecture provided by Pima County meets design criteria established by HP and Pima County.
- The network environments in the two (2) Tucson data centers will be configured identically:
  - Identical network topologies and configurations
  - Network equipment will be identical
  - Layer-2, layer-3, and layer-4 protocols will be configured the same
  - Network feature sets will be configured the same.

### Deliverables

#### Network Architecture Diagram

- **Deliverable Description:** Network Architecture Diagram describing the future environments to be deployed in the target data centers.
- **Pima County Responsibilities:** Participate in the architecture definition.
- **Assumptions:** The Architecture Diagrams will be produced using MS Office Suite
- **Acceptance:** Upon delivery of the final document

During project delivery, HP may combine the deliverables in Section 2.1.1.4 and 2.1.1.5 into a single Hardware and Network Architecture document.

### 2.1.1.6. Storage Architect Residency – Phase 1

This is a staff augmentation role to Pima County's IT Operations team starting on or about May 1, 2015 and continuing until 30 June 2015 (end of Phase 1). The role will report to and take all direction from Pima County's IT Operations management. It will be a 40 hour per week role.

**Service Description:** The services that may be asked of this role include:

- 3PAR SAN administration.
- Disaster Recovery support.
- Managing and provisioning 3PAR SAN footprint(s).
- Support operations team in administering and monitoring the HP 3PAR arrays.
- Provide consulting on HP best practices for maintaining the SAN and Storage environment in support of client support level agreements.
- Initiate and track Storage service calls.
- Provide guidance on documenting the SAN and Storage environment, capacity and performance reporting, and issues and resolution tracking.
- Provide sharing of HP best practices to the Pima Operations.

#### Customer Responsibilities

- Provide management and direction of all the Storage Architect Residency activities.
- Pima County IT Operations staff will be available for questions on existing environment.



- Client staff will participate in a kick-off review to:
  1. Review project scope, objectives, activities, schedule, and roles and responsibilities
  2. Coordinate all Clients customer contacts and scheduling including onsite requirements with the Client
  3. Review PMO structures and reporting
- Client understands that the assigned resource require technical and operational specific data related to the environment as well as privileged access to solutions in scope. If unavailable such tasks will need to be accomplished by the assigned resource as part of initial onsite activities.
- Client has obtained all of the required software distributions and licenses as required for this specific residency.
- Client is responsible for providing all software, hardware and infrastructure.
- Client is responsible for obtaining and providing all necessary software and hardware licenses.
- Client is responsible for backing up or otherwise protecting data.
- Creation of Formal Operational Documentation.
- The required network connections and IP addresses will be identified and made available to Hewlett-Packard personnel as part of this residency and its tasking.

#### **Assumptions**

Pima County's application teams will be available to participate in Pima County's activities for this role should they be required.

#### **Exclusions**

HP is not responsible for Project Management oversight related to this role.

#### **Deliverables**

There are no deliverables for the Storage residency service activity.

### **2.1.2. Project Management – Phase 1**

This Project Management activity is for Phase 1 of the project, which will begin with the Project Kickoff activities and continue until 30 June 2015.

#### **2.1.2.1. Project Manager**

HP will designate a project manager ("Project Manager") to oversee the project, manage HP resources, and be the Customer's primary contact with HP regarding the following:

- Management of scope (formal or informal requests for changes)
- Conducting Status Meetings
- Preparing Status Reports
- Other activities as specified in this Statement of Work



#### **2.1.2.2. Status Reports**

Project Status Reports will be prepared by the HP Project Manager for review and discussion at the Status Meeting. Status Reports will contain the following:

- Project status summary
- Schedule status against the Project plan
- Significant issues and actions to be taken by HP and/or the Customer
- Significant Decisions at prior status meeting
- Significant risks and Actions to be taken by HP and/or the Customer

Status reports are deemed accepted upon delivery by HP to Pima County.

#### **2.1.2.3. Status Meetings**

Project status meetings will be held, based upon a mutually agreed schedule between HP and Pima County. Pima County's project manager and HP Project Manager will represent their organizations at these meetings. Status meetings will include:

- Review of progress against schedule
- Review open Change Orders
- Review significant issues
- Review of significant risks
- Review achievement against milestones

#### **2.1.2.4. Project Schedule**

The HP Project Manager will create a Project Schedule that identifies and describes the activities and tasks required to provide the Services, Deliverables, and/or Configurations described in Section 2.1 (Phase 1). Significant changes (i.e., changes to the end date or an addition of hours to the project schedule) will be reviewed under the Change Management Process described in Section 5.2.

Pima County will be responsible for reviewing and approving the contents of the initial version of the project schedule in accordance with the Document Review Process defined in Section 5.1 of this SOW. Once accepted, the project schedule will become the Project baseline against which Deliverables and performance of Services will be measured. Changes to the project schedule will be reviewed under the Change Process.

#### **2.1.3. Quality Assurance and Risk Assessment**

HP may periodically conduct a Quality and Risk Assessment review at Pima County's site(s) focusing on project management and/or technical architecture and execution. Additional review of project planning and controls may also be performed. To help provide effective quality and risk review, Pima County agrees to participate in interviews of the project sponsor and key Pima County management staff on a monthly basis during the duration of this SOW.

#### **2.1.4. Program Management – Phase 1**

This Program Management activity is for Phase 1 of the project, which will begin with the Project Kickoff activities and continue until 30 June 2015.





#### **2.1.4.1. Overall Program Manager**

The Program Management role will oversee the DC Migration in Phase 1 of this SOW and the Hardware Installation project which is outside the scope of this SOW. The Program Manager will perform the overall coordination of the two (2) projects and manage the inter-dependencies between them.

The overall Program Management activities include:

- Working with the project managers and Pima County team members to identify all the project inter-dependencies.
- Develop an Overall Microsoft Project Schedule that reflects the coordination of all activities and milestones for the two projects.
- Engage the PMs and Pima County staff in regular status meetings and status reports.
- Utilize Sharepoint site hosted by Pima County for sharing Program documents and status information for the project.
- Lead the monthly governance meeting with the PMs and Pima County sponsors and stakeholders.



## 2.2. Phase 2

Phase 2 of the Data Centers Migration Project aligns with Pima County fiscal year 2016, beginning 1 July 2015.

### 2.2.1. Project Specific Services

HP consultants will provide Services related to the following activities:

**Service Name**—Identifies the professional service (as such term is defined in the HP Single Engagement Terms for Professional Services attached hereto) by name and number, which will be consistent with the work breakdown structure below. Project Management related services are described in Section 2.2.2 below and are not numbered.

**Service Description**—Defines the characteristics of the service.

**Customer Responsibilities**—Describes any responsibilities, activities, or deliverables to be provided by the Customer and considered critical to the project's success.

**Assumptions**—Describes any HP assumptions with respect to its performance under this SOW. Assumptions that must be changed or prove invalid, and which have a material impact on the project's schedule and/or cost, are subject to HP's standard change order process. Assumptions are specific to the service name.

**Exclusions**—Describes specific deliverables or activities that are not included in the scope of this project.

#### 2.2.1.1. Detailed Migration Design

**Service Description:** The activities in Detailed Migration Design are:

- HP and Pima County will establish and agree on pilot objectives and pilot success criteria. The activities in Sections 2.1.1.3 and 2.1.1.4 provide guidelines for defining the pilot objectives.
- Identify future performance requirements for each of the migration groups. Use application and database reporting utilities to baseline the performance of current environments. Pima County will provide baseline performance reports of the applications in the current environment. HP will work towards maintaining the current performance requirements.
- Review OS version upgrade requirements and detail the upgrade method for each server.
- Identify IP address changes and prepare firewall rule change requirements.
- Create detailed hardware and software Build Documents.
- Prepare source to target transformation pilot migration playbooks.

#### Customer Responsibilities

- Pima County application teams will participate in the creation and approval of the migration playbooks.

#### Deliverables

Hardware Build Documents



- **Deliverable Description:** HP will orchestrate the creation of detailed hardware and software build documents for the targeted new equipment.
- **Assumptions:** The Build Documents will be produced using MS Office Suite.
- **Acceptance:** Upon delivery of the final document

#### Migration Playbooks

- **Deliverable Description:** The project teams will use the playbooks to manage and track the daily progress of each migration group. HP will prepare the migration playbooks for each of the migration groupings. These playbooks will contain:
  - The detailed source to target migration approach for each server
  - The detailed data migration approach for each server
  - The pre-migration tasks, checklists, schedule, and assigned resources
  - The migration tasks, checklists, schedule, and assigned resources
  - The post-migration tasks, checklists, schedule, and assigned resources
  - The transformation activities, schedule, and assigned resources for each server and application
- **Pima County Responsibilities:** Participate in the creation and review of the Playbooks.
- **Assumptions:** None
- **Acceptance:** Upon delivery of the final document

#### 2.2.1.2. Pilot Migrations

**Service Description:** Perform migrations of selected applications and databases to execute the migration design in a smaller scale and confirm its validity. The selection of candidates for the pilot will follow criteria defined during design. These criteria will include factors relating to technical and business characteristics of the candidates. The factors include:

- Application and database complexity
- Migration feasibility of the pilot candidate
- Hardware and software requirements
- Downtime windows available for the application
- Application criticality to the business
- Requirement of migration process and tooling
- Application and data performance requirements
- Migration and disaster recovery process
- Application testing and cutover requirements
- HP will conduct pilots to:
  - Validate up to five (5) applications in Pima County's DR plan
  - Validate migration processes and tools.
  - Prior to any application being migrated into a production environment, the pilot for that particular application will be completed.

#### Deliverables



#### Pilot Results Document

- **Deliverable Description:** The Pilot Results document describes the outcomes of the pilot migration. This document will contain:
  - Results of testing the feasibility of environments and applications
  - Missed or unnecessary migration tasks
  - Modification to task durations
  - Missed or unnecessary organizational groups
- **Pima County Responsibilities:**
  - Pima County will provide pilot test data.
  - Application functionality and performance testing execution during the pilot
- **Assumptions**
  - The Pilot Results Document will be produced in MS Office Suite
  - Working mock systems and data are provided by Pima County and available for the Pilot four weeks prior to the start of the pilot phase
- **Exclusions**
  - None
- **Acceptance:** Upon delivery of the final document

### 2.2.1.3. Application Migration

**Service Description:** During migration, the applications, servers, and data will be moved in groups as defined during the planning activities. These groups will take into consideration application dependencies, business cycles, migration priorities, and migration strategies. The overall objective of the migration phase is to execute the migrations as defined within the project plan. As such, the migration of completed systems will be captured in the weekly status reports, as outlined in Section 2.2.2.

For each migration group, the activities fall within three (3) categories: pre-migration tasks, migration tasks, and post migration tasks. The activities within these categories are:

#### Pre-migration tasks

- Validate server and Infrastructure is ready and available
- Validate firewall rule changes implementation schedule
- Validate Pima County's user acceptance plan is ready to execute
- Validate that remote access is available for servers
- Validate downtime schedule with business stakeholders
- Complete storage configuration
- Deploy clusters for new servers
- Deploy load balancing configuration
- Create and deploy network configuration
- Initiate data replication
- Prepare fall back plan



### Migration tasks

- Move server images
- Complete final cutover for data replication
- Move local data
- Move like-for-like applications
- Up to 100 migrations will be included using Platespin or other Customer owned tools (if additional tools besides vMotion is required).

### Post migration tasks

- Add system management tools
- Add backup tools
- Capture performance reports and compare to baseline reports.
- Update asset records
- Move to production

### Customer Responsibilities

- Create the user acceptance plan
- Update DNS entries and firewall rule changes
- Perform user acceptance test (UAT)

### Assumptions

- Pima County's application teams will be available to complete Pima County's responsibilities during this activity
- Pima County will complete application testing within the planned project schedule developed in collaboration with the County so as to not impact the project timelines. If additional time is required to test and certify the application groups, the additional required time may be subject to the change order process in Section 5.2.
- There will be no OS upgrades required.
- There will be no virtualization of any of the existing physical servers.

**Exclusions:** HP is not responsible for decommissioning and final clean-out of old equipment in the Tucson DCs

### 2.2.1.4. Storage Architect Residency – Phase 2

This is a staff augmentation role to Pima County's IT Operations team starting on or about July 1, 2015 and ending on 31 October 2015. The role will report to and take all direction from Pima County's IT Operations management. It will be a 40 hour per week role.

**Service Description:** The services that may be asked of this role include:

- 3PAR SAN administration.
- Disaster Recovery support.
- Managing and provisioning 3PAR SAN footprint(s).
- Support operations team in administering and monitoring the HP 3PAR arrays .



- Provide consulting on HP best practices for maintaining the SAN and Storage environment in support of client support level agreements.
- Initiate and track Storage service calls.
- Provide guidance on documenting the SAN and Storage environment, capacity and performance reporting, and issues and resolution tracking.
- Provide sharing of HP best practices to the Pima Operations team with the goal of full adoption within six (6) months.

#### **Customer Responsibilities**

- Provide management and direction of all the Storage Architect Residency activities.
- Pima County IT Operations staff will be available for questions on existing environment.
- Client staff will participate in a kick-off review to:
  4. Review project scope, objectives, activities, schedule, and roles and responsibilities
  5. Coordinate all Clients customer contacts and scheduling including onsite requirements with the Client
  6. Review PMO structures and reporting
- Client understands that the assigned resource require technical and operational specific data related to the environment as well as privileged access to solutions in scope. If unavailable such tasks will need to be accomplished by the assigned resource as part of initial onsite activities.
- Client has obtained all of the required software distributions and licenses as required for this specific residency.
- Client is responsible for providing all software, hardware and infrastructure.
- Client is responsible for obtaining and providing all necessary software and hardware licenses.
- Client is responsible for backing up or otherwise protecting data.
- Creation of Formal Operational Documentation.
- The required network connections and IP addresses will be identified and made available to Hewlett-Packard personnel as part of this residency and its tasking.

#### **Assumptions**

Pima County's application teams will be available to participate in Pima County's activities for this role should they be required.

#### **Exclusions**

HP is not responsible for Project Management oversight related to this role.

#### **Deliverables**

There are no deliverables for the Storage residency service activity.



## **2.2.2. Project Management – Phase 2**

This Project Management activity is for Phase 2 of the project and includes all project management activities performed on or after 1 July 2015.

### **2.2.2.1. Project Manager**

HP will designate a project manager ("Project Manager") to oversee the project, manage HP resources, and be the Customer's primary contact with HP regarding the following:

- Management of scope (formal or informal requests for changes)
- Conducting Status Meetings
- Preparing Status Reports
- Other activities as specified in this Statement of Work

### **2.2.2.2. Status Reports**

Project Status Reports will be prepared by the HP Project Manager for review and discussion at the Status Meeting. Status Reports will contain the following:

- Project status summary
  - Schedule status against the Project plan
  - Significant issues and actions to be taken by HP and/or the Customer
  - Significant Decisions at prior status meeting
  - Significant risks and Actions to be taken by HP and/or the Customer
- Status reports are deemed accepted upon delivery by HP to Pima County.

### **2.2.2.3. Status Meetings**

Project status meetings will be held, based upon a mutually agreed schedule between HP and Pima County. Pima County's project manager and HP Project Manager will represent their organizations at these meetings. Status meetings will include:

- Review of progress against schedule
- Review open Change Orders
- Review significant issues
- Review of significant risks
- Review achievement against milestones

### **2.2.2.4. Project Schedule**

The HP Project Manager will create a Project Schedule that identifies and describes the activities and tasks required to provide the Services, Deliverables, and/or Configurations described in Section 2.2. Significant changes (i.e., changes to the end date or an addition of hours to the project schedule) will be reviewed under the Change Management Process described in Section 5.2.

Pima County will be responsible for reviewing and approving the contents of the initial version of the project schedule in accordance with the Document Review Process defined in Section 5.1 of this SOW. Once accepted, the project schedule will become the Project baseline against which Deliverables and performance of Services will be measured. Changes to the project schedule will be reviewed under the Change Process.



### **2.2.3. Quality Assurance and Risk Assessment**

HP may periodically conduct a Quality and Risk Assessment review at Pima County's site(s) focusing on project management and/or technical architecture and execution. Additional review of project planning and controls may also be performed. To help provide effective quality and risk review, Pima County agrees to participate in interviews of the project sponsor and key Pima County management staff on a monthly basis during the duration of this SOW.





### 3. Project Responsibilities

#### 3.1. Pima County Responsibilities

Assign a Project Sponsor who is:

- Available to HP personnel throughout the life of the project
- Act as an escalation point when conflicts cannot be resolved by the Project Manager
- Authorized to approve Project changes

Assign a Project Manager who is:

- Responsible for all Customer aspects of this Project
- Authorized to make all decisions relative to the Project, including identification and assignment of Customer resources
- Available to HP consulting personnel throughout the Project's life
- Authorized to sign Status Reports, approve consultant hours, and approve project changes
- Coordinate all interviews or meeting schedules
- Responsible for acceptance of Deliverables and verify compliance of each Deliverable with the Acceptance Criteria as defined

Assign managers and other personnel, as appropriate, to work with HP throughout the project's life. It is expected that Pima County will engage and participate throughout the project lifecycle phases, for example, analysis and design, implementation and testing. Project performance is predicated on Pima County's staff. Delays in providing this staffing may lead to a Change Order, and result in additional cost and/or delay in completion of the Services. The following table outlines the expected participation from Pima County's staff.

**Table 2. Pima County's Internal Resources**

Role	Description
Program Manager	Establishes and maintains program-level services and provides oversight of related projects. The program Manager will chair the change board, communicates with the change board, as well as communication with the HP program manager and other boards and committees.
Security Manager	Establishes security policy and compliance. Defines security requirements for the project.
Facility Manager	Responsible for establishing and measuring the solution's facility requirements, validation and verification of facility integration and controls.
Lead Project Manager	Establishes and maintains project-level services and provides direction of the project resources and activities.
Business Unit Coordinators	Coordinate with business organizations for resources, input, requirements, and validation. Champions for management of changes within the business environments, coordination for business development, and support for business-oriented functional requirements.



Role	Description
Project / Change Coordinator	Manage communications, meetings, scheduling, minutes, reports, and marketing tasks from the project manager.
Business Representatives	Stakeholder representation that help mold the evolution of the data center migration, including level of integration with the business/agency, degree of usability, behavioral management of constituents, and risk profiling.
Operations Manager(s)	Provides the input and validation for operational use-cases, support model, and SLOs. Provide input and validation for operational support plans and transition planning.
Enterprise Architects	Provide architectural oversight and input, as well as form a quality assurance team for deliverable review and acceptance process.
System Owners	Focused on the system that they support. Provide input for requirements, migration, system functional input and validation, system connectivity, establishing mock test systems.
Application Support	During planning, provide application architectures and assist with mitigation strategies and application groupings. During migration, provide application acceptance testing and mitigation.
Infrastructure Provisioning	Order and deploy the new network, storage and server components.

- Purchase or provide all hardware, software, licenses, staff, current maintenance contracts, and environments necessary for HP to provide these Services.
- Provide HP personnel access to Pima County's building facilities, computer room facilities, systems, passwords, etc., as needed, during normal business hours as well as after hours, if needed.
  - Provide a suitable work area commensurate with the number of on-site HP consultants. The work area will include desks, chairs, telephones, and internet/HP network access through a VPN.
- Perform any backups needed before changes are made and backup the target systems and work implemented by HP.
- Perform all entries and approval tracking for Pima County internal change management process.
- Be responsible for the accuracy, completeness, and the timely provision of all information provided by Pima County. If information is incomplete or incorrect, any delay and anything required to correct problems created by the use of such incomplete or inaccurate information will be treated as a Pima County requested Change Request to the statement of work and subject to the Change Process in Section 5.2.
- Ensure all software licenses updated or acquired without impact to the schedule.
- Ensure timely changes to firewalls and network devices to accommodate IP address changes without impacting the schedule.
- Ensure timely mitigation of applications to accommodate IP address changes.
- Ensure there are no delays or impacts to the schedule or the work effort due to out of scope in-flight projects.



- Provide remote access to the HP team to all in scope source and target environments.
- Provide the security, monitoring, backup, and firewall configuration services.
- Provide network circuits, routers, and switches to facilitate the image and data migrations.
- Ensure third party data feeds will not impact migration timelines.
- Provide relevant business and technical requirements and service level agreements.
- Address organization re-engineering for ongoing support. This is not in scope for HP.
- Ensure that all stakeholders are available for successful closure and finalization of requirements in order to mitigate the impact on the deadlines. Any delay would push the timelines accordingly and may result in a change order.
- Provide timely resolution of internal conflicts for finalizing the requirements and readiness for application integration.
- Establish a Pima County internal communication plan for critical problems to rapid resolution and clear communication, on a peer-to-peer basis, between HP and Pima County.
- Pima County will ensure that all in-scope production applications have an approved business continuity plan

### 3.2. HP Responsibilities

In addition to the Services defined throughout this SOW, HP shall:

- Provide a single point of contact to Pima County for the duration of the migration project for coordination and scheduling of project tasks, documentation, and any changes to scope requiring a change order
- Coordinate activities of all HP resources
- HP will make reasonable effort to accommodate unforeseen issues within the project. HP delays which are outside the control of Pima County will be the responsibility of HP to cover those associated expenses.

Table 3. HP's Resources

Project Position (Role)	Description
Overall HP Program Manager	Oversee the two related projects of the Technology Refresh in Pima County: DC Migration and Hardware Installation. The Program Manager will perform the overall coordination of the two projects and manage the inter-dependencies between them.
HP Project Manager (migration)	Overall program and Project management for all executing project work streams specific to the DC migration effort. Responsible for project governance, alignment to plan, adherence to standards, management, optimization of performance and process across the project, customer and stakeholder integration. Project Management duties include management of work streams under



Project Position (Role)	Description
	execution for every phase of the DC Migration project. Process management, point of escalation, project financials, quality and change management.
Infrastructure SA	Provide technical leadership for infrastructure related activities to be executed during the project including knowhow of server hardware, network, and storage and operating infrastructure. Point of technical escalation and issue management.
Application Migration SA	Provide technical leadership and capability for enterprise application and application architecture. Leader for application discovery and migration work streams. Ability to scale out in different types of application and business domains required for project implementation.
Network Architect	Network subject matter expert, helps in network discovery, sizing, network performance guidance
Storage Architect	Subject matter expert for storage and storage hardware, support core technical implementation team during discovery, planning, design and implementation.
Technical Resource Pool	Resources to be used on various technical activities, specifically: <ul style="list-style-type: none"> <li>• VM Migration SME</li> <li>• UNIX/Linux Migration SME</li> <li>• Database SA</li> <li>• Security SME</li> </ul>
Storage Architect Resident	Storage Architect reporting directly to the Pima County IT Operations team to perform Storage Administration duties and share best practices with the Pima County IT Operations team.



## 4. Assumptions and Constraints

### 4.1. Assumptions

1. HP is not responsible for the Data Center Build out. Pima County will provide the data center facilities required to support the target architecture and the data center migrations.
2. Pima County Enterprise Architecture documentation and roadmaps are available as of the project start date.
3. Minimum consulting period is one (1) standard business week.
4. Work on this services engagement will be performed at the Customer locations identified in Section 6.2 of this SOW, and/or HP locations between the hours of 8:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding HP holidays listed below ("Standard Work Day"). Weekend and holiday hours or hours outside the Standard Work Day will be agreed upon by HP and Pima County and scheduled based on the developed project schedule.

New Year's Day	Thursday, January 1
Martin Luther King, Jr. Day	Monday, January 19
President's Day	Monday, February 16
Memorial Day	Monday, May 25
Independence Day	Friday, July 3
Labor Day	Monday, September 7
Thanksgiving Day	Thursday, November 26
Friday following Thanksgiving	Friday, November 27
HP designated Holiday	Thursday, December 24
Christmas	Friday, December 25

5. Services are deemed accepted upon performance.
6. Service hours are inclusive of on-site off-site, and travel time. The on-site/off-site schedule of the HP team will be mutually agreed prior to the commencement of Services. HP and Customer will mutually agree to the on-site/off-site schedule based on the developed project plan and timelines.
7. When travel is required, travel will occur on the first Standard Work Day and last Standard Work Day of each work week (Monday through Friday, excluding HP holidays), unless otherwise mutually agreed to between HP and Pima County as part of the Project schedule creation.
8. If Pima County requests and subsequently authorizes delivery outside the Standard Work Day through the change order process, those hours are subject to availability of HP personnel, and an uplift of one hundred percent (100%) for Services delivered during Hewlett-Packard holidays.



9. All Deliverable documentation created for this engagement will be available in electronic format, in Adobe PDF format and/or using the Microsoft Office suite. The engagement planning software used for this engagement will be Microsoft Project.
10. Good faith cooperation: HP and Pima County acknowledge that successful completion of this project will require full and mutual good faith cooperation. Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this statement of work, such action will not be unreasonably delayed or withheld.
11. Any Services or Deliverables not documented in Section 2 are considered outside the scope of this SOW and will be subject to the change process outlined in Section 5.2.
12. The new data center in Tucson will be provisioned no later than March 31, 2015.
13. The network, including circuits necessary to support data migration will be installed and ready for use no later than May 1, 2015.
14. There will be down time windows sufficient to support the migration schedule.
15. The labor effort for data center facilities implementation and readiness is out of scope. The organization re-engineering for ongoing support is not in scope in this SOW.
16. Pima County has existing business continuity and resiliency policies and requirements in place for use by the project team.
17. A DR test of applications is out of scope.
18. Migration Project Services are anticipated to begin on or about May 15, 2015.
19. The Hardware Installation Project will start on or about January 5th, 2015 and complete on or about March 31, 2015.

## 4.2. Constraints

1. The data centers must be physically ready before the IT infrastructure can begin installation.
2. The active, critical infrastructure in the Tucson data centers must be designed and operational.



## 5. Other Considerations

### 5.1. Document Review Process

If HP provides documentation as part of the Project, each document outcome will initially be developed in draft form. The HP Project Manager/Lead Consultant and Customer Project Manager may schedule working sessions, inclusive of HP and/or Customer personnel, to refine the draft document as it is written.

When the draft document is complete, the HP Project Manager/Lead Consultant will submit the initial release document to Customer Project Manager for review. Customer Project Manager will be responsible for distributing copies of the initial release document for internal review. Customer Project Manager is responsible for consolidating Customer comments and for providing a clearly marked version of the draft document to HP's Project Manager/Lead Consultant. Customer Project Manager will have five (5) working days to review and return the consolidated comments to the HP Project Manager/Lead Consultant, unless otherwise agreed to by the parties. If no revisions are received within the five-day timeframe, the document will be considered accepted. HP will review and evaluate Customer comments and respond to them in writing within three (3) working days. Customer comments and HP's recommendations will be discussed and integrated within three (3) working days into a final version and delivered to Customer Project Manager. Delivery of the final version of a document including a final review will constitute Customer's acceptance of the document.

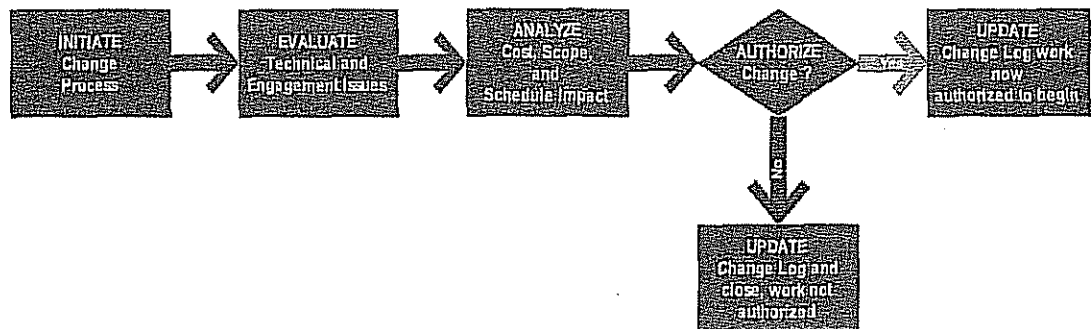
### 5.2. Change Process

The general change process will be implemented as illustrated in the following figure. Either HP or Customer may initiate a change in writing to the Project. The change will be evaluated, and any Project impact will be identified. The price, scope, and schedule impact, if any, will be analyzed and documented. The change impact will then be processed for Customer authorization or closure.

The change request form will include a description of the change, reason for the change, and initiator of the change as well as impact to scope, price, quality, schedule, resources, and risks. All changes must be mutually agreed by the parties in writing. Once approved, changes to the initial project will be implemented as described.

If HP and Customer are unable to resolve disposition of change order, the Project SOW will remain as defined in this document.

Figure 1. Change Process Decision Matrix



### 5.3. Escalation Process

Timely resolution of issues is critical to maintaining project control and Customer satisfaction. The escalation process provides a mechanism to alert Project Managers and other management personnel to issues not being resolved. Either HP or Customer may escalate a project issue as follows:

1. Raise the issue initially to the HP Project Manager or Project Lead.
2. If not resolved at this level, an issue report will be generated and the issue will be escalated to the Project Sponsor.
3. If the issue cannot be resolved within a predetermined period or falls outside the authority of the Project Sponsor, it will be escalated to the Project Steering Committee.
4. Certain internal HP issues may need to be escalated to the HP Customer Principal or Practice Principal for resolution.





## **6. Services Commencement**

### **6.1. Services Commencement**

Services are anticipated to begin on or about April 27, 2015 and continue until October 31, 2015 ("SOW Term").

### **6.2. Services Location(s)**

Services will be executed at the following Pima County locations:

Pima County  
3434 E 22<sup>nd</sup> Street  
Tucson, AZ 85713

Pima County  
150 W. Congress Street  
Tucson, AZ 85701

Pima County  
33 N. Stone Blvd.  
Tucson, AZ 85701



## 7. Order and Payment Information

Per Pima County's request, this SOW has been separated into two phases aligning to Pima County fiscal years 2015 and 2016. By executing this SOW, Pima County agrees to the entire scope of the project inclusive of Phases 1 and 2.

Pima County agrees to the following:

- Pima County will issue one or more purchase orders totaling \$334,610.00 upon signature of this Statement of Work. This purchase order will be for the Phase 1 activities described in Section 2.1. The payment schedule for Phase 1 is described in Section 7.1.
- HP will issue a Change Request to Pima County on or before 1 June 2015 for the Phase 2 activities described in Section 2.2. Pima County will issue one or more purchase orders totaling \$903,682.00 on or before 23 June 2015 for the Phase 2 activities. The payment schedule for Phase 2 is described in Section 7.2.

### 7.1. Phase 1 - Migration Services – Fixed Price

HP proposes to provide the Services and Deliverables (if applicable) for Phase 1 for a fixed labor price of \$306,860. Phase 1 Travel Expenses are not included in this price, but are estimated at \$27,750 for budgetary purposes. Travel Expenses in excess of \$50,000 will be subject to the Change Process in Section 5.2. The pricing in this Statement of Work is valid until April 24, 2015. The Anticipated Milestone Completion Dates for Phase 1 in Table 4 are estimates. Acceptance criteria are based on the Terms and Conditions in Attachment E of this Statement of Work.

Table 4. Fixed Price Migration Services Payment schedule

Milestone	Milestone Description	Anticipated Milestone Completion Date	Price
Milestone 1	Project Kickoff and Project Management for Hardware Installation Services completed	April 30, 2015	\$69,014
Milestone 2	Detailed Discovery/Assessment completed	May 18, 2015	\$75,145
Milestone 3	HW and Network Architecture Completed	June 17, 2015	\$99,191
Milestone 4	End of Storage Residency month 1	May 31, 2015	\$31,755
Milestone 5	End of Storage Residency month 2	June 30, 2015	\$31,755
Project Price for Phase 1			\$306,860.00
Estimated Travel Expenses for Phase 1 (billed as actuals)			\$27,750.00
Project Price for Phase 1			\$334,610.00



## 7.2. Phase 2 - Migration Services – Fixed Price

HP proposes to provide the Services and Deliverables (if applicable) for a fixed labor price of \$881,432. Travel Expenses are not included in this price, but are estimated at \$22,250 for budgetary purposes. Travel Expenses for this SOW in excess of \$50,000 will be subject to the Change Process in Section 5.2. The pricing in this Statement of Work is valid until April 24, 2015. The Anticipated Milestone Completion Dates in Table 5 are estimates. Acceptance criteria are based on the Terms and Conditions in Attachment E of this Statement of Work.

**Table 5. Fixed Price Migration Services Payment schedule**

Milestone	Milestone Description	Anticipated Milestone Completion Date	Price
Milestone 6	Migration Planning Completed	July 13, 2015	\$54,534
Milestone 7	Wave One Migration design completed	July 27, 2015	\$56,251
Milestone 8	Migration Pilot completed	August 11, 2015	\$48,952
Milestone 9	Application Migration month one completed (Unix and Linux migrations, storage. Windows migrations)	July 13, 2015	\$169,279
Milestone 10	Application Migration month two completed (Unix and Linux migrations, storage. Windows migrations)	August 11, 2015	\$198,478
Milestone 11	Application Migration month three completed (Windows Migrations)	September 11, 2015	\$109,163
Milestone 12	End of Storage Residency month 3	July 31, 2015	\$31,756
Milestone 13	Application Migration month four completed (Windows Migrations)	October 12, 2015	\$109,163
Milestone 14	End of Storage Residency month 4	August 31, 2015	\$31,756
Milestone 15	End of Storage Residency month 5	September 30, 2015	\$31,756
Milestone 16	End of Storage Residency month 6	October 31, 2015	\$31,756
Milestone 17	Completion of Project Closedown	October 12, 2015	\$8,588
<b>Project Price for Phase 2</b>			<b>\$881,432.00</b>
<b>Estimated Travel Expenses for Phase 2 (billed as actuals)</b>			<b>\$22,250.00</b>
<b>Project Price for Phase 2</b>			<b>\$903,682.00</b>



### 7.3. Order Information and Payment Schedule

Subject to HP credit approval, Pima County will pay all invoices within thirty (30) days from the date of invoice. HP will issue invoices in accordance with the payment schedule specified in this Statement of Work. HP may change credit terms upon reasonable notice at any time when, in HP's opinion, Pima County's financial condition, previous payment record, or the nature of Pima County's relationship with HP so warrants. HP will track and invoice Pima County for reasonable expenses as incurred, including but not limited to travel, lodging and meals in accordance with HP's travel policy. If Pima County requests that HP personnel perform Services outside the city, state, province, or country in which such personnel are based, Pima County agrees to reimburse HP for increased taxes and related out of pocket costs incurred by HP and/or its personnel as a result of providing such Services. If Pima County utilizes a purchase order for this Service, such purchase order should reference the following consulting engagement ID, product numbers, descriptions, and prices.

The Services herein are stand alone and their acceptance, right to refund, return, or credit shall not be tied to the Custom Support Services OPP-0002357485 or any other order.

Table 6. Order Information and Payment Schedule – Phase 1

Ordering Information Consulting Engagement ID: OPP-0003439728		
<b>Ship to:</b> Pima County 3434 E 22 <sup>nd</sup> Street Tucson, AZ 85713		<b>Invoice to:</b> Pima County Finance & Risk Management – Accounts Payable PO Box 791 Tucson, AZ 85701
Product#	Description	Price
UP205AA UK307AV	HP Professional Services	\$306,860.00
UP204AA UK307AX	Travel Expenses	\$27,750.00

Payment Schedule			
Part #	Description	Invoice Amount	Invoice Period
UP205AA UK307AV	HP Professional Services	\$69,014	Completion of Milestone 1
UP205AA UK307AV	HP Professional Services	\$75,145	Completion of Milestone 2
UP205AA UK307AV	HP Professional Services	\$99,191	Completion of Milestone 3
UP205AA UK307AV	HP Professional Services	\$31,755	Completion of Milestone 4
UP205AA UK307AV	HP Professional Services	\$31,755	Completion of Milestone 5
UP204AA	Travel Expenses	Actual Cost	May 31, 2015



Payment Schedule			
UK307AX			
UP204AA UK307AX	Travel Expenses	Actual Cost	June 30, 2015

Table 7. Order Information and Payment Schedule – Phase 2

Ordering Information Consulting Engagement ID: OPP-0003439728		
<b>Ship to:</b> Pima County 3434 E 22 <sup>nd</sup> Street Tucson, AZ 85713		<b>Invoice to:</b> Pima County Finance & Risk Management – Accounts Payable PO Box 791 Tucson, AZ 85701
Product #	Description	Price
UP205AA UK307AV	HP Professional Services	\$881,432.00
UP204AA UK307AX	Travel Expenses	\$22,250.00

Payment Schedule			
Part #	Description	Invoice Amount	Invoice Period
UP205AA UK307AV	HP Professional Services	\$54,534	Completion of Milestone 6
UP205AA UK307AV	HP Professional Services	\$56,251	Completion of Milestone 7
UP205AA UK307AV	HP Professional Services	\$48,952	Completion of Milestone 8
UP205AA UK307AV	HP Professional Services	\$169,279	Completion of Milestone 9
UP205AA UK307AV	HP Professional Services	\$198,478	Completion of Milestone 10
UP205AA UK307AV	HP Professional Services	\$109,163	Completion of Milestone 11
UP205AA UK307AV	HP Professional Services	\$31,756	Completion of Milestone 12
UP205AA UK307AV	HP Professional Services	\$109,163	Completion of Milestone 13
UP205AA UK307AV	HP Professional Services	\$31,756	Completion of Milestone 14
UP205AA UK307AV	HP Professional Services	\$31,756	Completion of Milestone 15
UP205AA UK307AV	HP Professional Services	\$31,756	Completion of Milestone 16



Payment Schedule			
UP205AA UK307AV	HP Professional Services	\$8,588	Completion of Milestone 17
UP204AA UK307AX	Travel Expenses	Actual Cost	July 31, 2015
UP204AA UK307AX	Travel Expenses	Actual Cost	August 31, 2015
UP204AA UK307AX	Travel Expenses	Actual Cost	September 30, 2015
UP204AA UK307AX	Travel Expenses	Actual Cost	October 31, 2015



## 8. Authorization

### 8.1. Entire Agreement

In addition to Pima County's execution of this SOW, HP shall require a valid acceptable purchase order referencing this SOW in order to begin to provide the Services hereunder and the Pima County represents that their execution of this SOW is a binding commitment to purchase the Services described herein. However, in the event that Pima County does not issue purchase orders as a matter of business practice, Pima County hereby warrants and represents that: i) its signature on this SOW authorizes HP to provide the Services hereunder, and ii) that Pima County shall pay for Services provided to Pima County without the necessity of a purchase order, and iii) Pima County will not contest payment for the provision of Services hereunder due to the fact that no purchase order was issued.

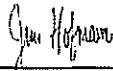
Delivery of this Service is subject to satisfactory proof of Pima County's ability to pay.

Effective Date: 27 March 2015

Hewlett-Packard Company

Pima County

Authorized Signature:



Print Name:

Jim Hofmann

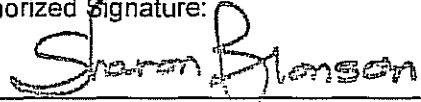
Title:

TSC Engagement Mgr - West Region

Date:

April 07, 2015

Authorized Signature:



Print Name:

Sharon Bronson

Title:

Chair

Date:

April 21, 2015

Please fax your documents to:

Hewlett-Packard Company

ATTN: Dianne Uhl

Phone: 817.386.2759 Fax: 972 755 8682

email: Dianne.uhl@hp.com

APPROVED AS TO FORM

Deputy County Attorney

TOBIN ROSEN

ATTEST



Clerk, Board of Supervisors  
Pima County, Arizona



## Attachment A—Infrastructure and Application Discovery Templates

Pima County has requested and HP agrees to keep the Infrastructure and Application Discovery Templates secret to assure the safety of the public. The location and identification of the Infrastructure and Application Discovery Templates, if made public, will jeopardize the integrity and security of the County's Technology Refresh in Pima County strategic plan. The Public has the right to know the business of the County except when that business includes sensitive or Homeland security content. Therefore, this Attachment A is sealed and stamped Confidential.





## Attachment B—Detailed Application List


Pima County has requested and HP agrees to keep the Detailed Application List secret to assure the safety of the public. The location and identification of the Detailed Application List, if made public, will jeopardize the integrity and security of the County's Technology Refresh in Pima County strategic plan. The Public has the right to know the business of the County except when that business includes sensitive or Homeland security content. Therefore, this Attachment B is sealed and stamped Confidential.



## Attachment C—Change Request

HP's Change Request template is provided on the following pages.



<b>PJM1451T</b>	<b>Change Request Template</b>	
Customer Name	Project ID No.: Project ID No	

**Document Information**

<b>Project Name:</b>	Project Name		
<b>Prepared By:</b>	Document Author	<b>Document Version No:</b>	Version Number
<b>Title:</b>	Document Author Title	<b>Document Version Date:</b>	Version Date
<b>Reviewed By:</b>		<b>Review Date:</b>	

**Distribution List**

From	Date	Phone/Fax/Email

To	Action*	Due Date	Phone/Fax/Email

\* Action Types: Approve, Review, Inform, File, Action Required, Attend Meeting, Other (please specify)

**Version History**

Version No.	Version Date	Prepared By	Reviewed By	Approved By	Affected Section & Description of Change
D.01.00	27 <sup>th</sup> April 2006	Henry Pozzetta			Initial draft document
D.02.00	14 <sup>th</sup> December 2010	WW PM Council	WW PM Council		Document Owner change and Logo Updated. Version History included.
D.03.00	13 <sup>th</sup> April 2011	Deepak Jayaraman	WW PM Council		Font changed from Ariel to Futura Bk

## 1. Change Request

Change Request No.:		Initiation Date:	
Priority:	[high, medium or low]		
Initiator Name:		Date Response Required:	
Position:		Organization:	

### Description of Change

[Clearly define the change request details. Provide all relevant documentation and specifications.]

### Reason for Change

[Define the reason for the change, the history of the change, and the expectations for the component / deliverable being changed.]

### Type of Response Required

[Define the type of response required, i.e. meeting, investigation report, proposal for change, acceptance, etc.]

## 2. Initial Investigation

### Resources

[Identify the resources required to investigate and prepare a proposal for the change request]

### Schedule

[Describe the impact on the schedule to perform the investigation and to prepare a proposal for the change request]

### Price

[Specify the price for investigating and preparing a proposal for the change request]

### Alternatives

[Can the business need(s) be met with any action other than a change order? Are there alternative business solutions? What is the cost/impact to the business in NOT performing the change order?]

### 3. Approval

Name:		Name:	
Title:	Customer Name [Title]	Title:	Hewlett-Packard [Title]
Date:		Date:	
Signature:		Signature:	

Name:		Name:	
Title:		Title:	
Date:		Date:	
Signature:		Signature:	

### 4. Investigation

Investigator Name:		Date of Investigation:	
Position:		Organization:	

#### Summary of Investigation

##### Scope Impact

[Describe the impact on the project scope (increases, decreases, not impacted), see checklist below to ensure all activities are included]

##### Quality Impact

[Describe the cause for the report and the configuration items (deliverables, programs, documents, or files) impacted by the reported item. Include quality activities that would be required, i.e. reviews, testing, or checks.]

##### Requirements Impact

[Identify current solution requirements that will be altered by this change. Describe how the requirements will be altered. Provide crossreference to requirements documentation.]

##### Schedule Impact

##### Price Impact

[Specify the price for implementing the change request, and specify whether it is a one-time price, or a change in monthly payments. Include changes in payment schedules, and specify when the payment for this change request is due]

##### Resource Impact

## Risk Impact

## References / Attachments

## Recommendations

## 5. Evaluation

### Hewlett-Packard

Evaluator Name:		Date of Evaluation:	
Position:			

### Recommendation

[Type recommendation here.]

### Customer Name

Evaluator Name:		Date of Evaluation:	
Position:			

### Recommendation

[Type recommendation here.]

### [Other - please specify]

Evaluator Name:		Date of Evaluation:	
Position:			

### Recommendation

[Type recommendation here.]

## 6. Approval

The section is for the formal approval of the Change Request recommendation including the changes to the scope, schedule and the price of the change request.

Name:		Name:	
Title:	Customer Name [Title]	Title:	Hewlett-Packard [Title]
Date:		Date:	
Signature:		Signature:	

Name:		Name:	
Title:		Title:	
Date:		Date:	
Signature:		Signature:	


Customer Purchase Order No.:	
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## Impact checklist

Project Areas Possibly Impacted
Additional support required
Architectural implications (disk space, CPU, etc)
Call center and call level impacts
Changes to service level agreements
Changing software configuration items such as source code, database schema, screen maps/images (prepare a detailed list).
Configuration management (demotion and promotion)
Cost/Impact to business in NOT performing change order.
Customer resources
Data correction
Database modifications
Due diligence requirements
Facility rental expenses
Hardware and software licenses expenses
Impact on other projects
Impact on transition
New solution alternatives
Orientation time
Other
Payment schedule impact
Price of preparing this change request
Procurement requirements
Project risks
Solution level warranty
Solution requirements
Team leadership and project management
Testing (incl. unit, integration, system, acceptance)
Training
Travel and living expenses
Updating baselined formal document deliverables (prepare a detailed list).
Updating internal documents such as unit test plans (prepare a detailed list).
Walkthroughs and reviews



# Attachment D—Sample Weekly Status Report

<b>Project Acronym</b>	<b>Customer Status Report</b>	
<b>Customer Name</b>	<b>Project ID No.: Project ID No.</b>	

## Document Information

Project Name	Project Name	Document Version No.	Version Number
Prepared By:	Document Author	Document Version Date:	Version Date
Title	Document Author Title		
Reviewed By:		Review Date:	

## Distribution List

From		Date	Phone/Fax/Email
To	Action*	Due Date	Phone/Fax/Email

\* Action Types: Approve, Review, Inform, Re, Action Required, Attend Meeting, Other (please specify)

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Printed on 100% Recycled Paper	Printed on 100% Recycled Paper


<b>Project Acronym</b>	<b>Customer Status Report</b>	
<b>Customer Name</b>	<b>Project ID No.: Project ID No.</b>	

## Version History

Version No.	Version Date	Prepared By	Reviewed By	Approved By	Attached Section & Description of Change
D.01.00	28 <sup>th</sup> July 2005	Henry Paredes			Initial draft document
D.02.00	14 <sup>th</sup> December 2010	Deepak Jayakaran			Document Owner changed to WW PM Council and HP Logo is Updated
D.03.00	13 <sup>th</sup> April 2011	Deepak Jayakaran	WW PM Council		Font changed from Arial to Futura Bk

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Printed on 100% Recycled Paper	Printed on 100% Recycled Paper



Project Acronym	Customer Status Report	
Customer Name	Project ID No.: Project ID No.	

### 1. Project/Program Overview


Reporting Period	Project Manager	Document Author
Project/Program Description (What solution is being delivered)		

#### Project/Program Status Summary

Status	This Reporting Period (Red, Yellow, or Green)	Last Reporting Period (Red, Yellow, or Green)	Comments
Overall			
Customer Satisfaction			
Schedule			
Technical Performance			
Resource			
Contract/Legal			

#### Key Accomplishments This Reporting Period


HP Global Method	Page 3 of 8
Project/Program Description	Project ID No.: Project ID No.
Customer Name	Customer Name

Project Acronym	Customer Status Report	
Customer Name	Project ID No.: Project ID No.	

#### Key Planned Activities Next Reporting Period


### 2. Risk Management

[Describe the key open project risks, the risk owners and current status. Do not insert copies of the PJM82501 Risk Log]

### 3. Change Requests


[Describe key change requests received since the last status report, including the initiator and current status. Alternatively, insert a copy of the latest version of the PJM14531 Change Request Log as a table or an embedded object (as an icon).]

### 4. Project/Program Milestones

Project Milestone Description	Dates	
	Planned	Forecast/ Actual

HP Global Method	Page 4 of 8
Project/Program Description	Project ID No.: Project ID No.
Customer Name	Customer Name



<b>Project Acronym</b>	<b>Customer Status Report</b>	
<b>Customer Name</b>	Project ID No.: Project ID No.	

### 5. Project/Program Payment Schedule

Payment Milestone #	Invoice Date		Payment Date	Payment Amount	
	Planned	Actual		Planned	Actual

### 6. Project/ Program Organization

Customer Name & Title	HP Counterpart Name & Title

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HP-4437 (Rev 01/2010)	© Copyright 2015 Hewlett-Packard Development Company, L.P.	HP-4437 Customer Status Report

<b>Project Acronym</b>	<b>Customer Status Report</b>	
<b>Customer Name</b>	Project ID No.: Project ID No.	

### 7. Issues

[Describe the key open project issues, the issue owners and current status. Do not insert copies of the issue log.]

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## Attachment E - HP COUNTY TERMS PROFESSIONAL SERVICES

HP respectfully suggests the use of the State of Arizona Terms and Conditions regarding services in the Networking Agreement (No. ADSP012-Q0001223) in addition to the following terms and conditions.

1. Parties. These terms represent the agreement ("Agreement") that governs the purchase of professional services from the Hewlett-Packard Company entity identified in the signature section below ("HP") by the County entity identified below ("Customer").
2. Orders. "Order" means the accepted order including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include (as examples) specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to County in hard copy or by accessing a designated HP website.
3. Scope and Order Placement. These terms may be used by County either for a single Order or as a framework for multiple Orders. In addition, these terms may be used on a global basis by the parties' "Affiliates", meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature where indicated at the end or by referencing these terms on Orders. Affiliates participate under these terms by placing orders which specify service delivery in the same country as the HP Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices.
4. Order Arrangements. County may place orders with HP through our website, customer-specific portal, or by letter, fax or e-mail. Where appropriate, orders must specify a service delivery date. If County extends the service delivery date of an existing Order beyond ninety (90) days, then it will be considered a new Order.
5. Prices and Taxes. Prices will be as quoted in writing by HP or, in the absence of a written quote, as set out on our website, customer-specific portal, or HP published list price at the time an order is submitted to HP. Prices are exclusive of taxes, duties, and fees (including installation, shipping, and handling) unless otherwise quoted. If a withholding tax is required by law, please contact the HP order representative to discuss appropriate procedures. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.
6. Invoices and Payment. County agrees to pay all invoiced amounts within thirty (30) days of HP's invoice date. HP may suspend or cancel performance of open Orders or services if County fails to make payments when due.
7. Professional Services. HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.
8. Professional Services Acceptance. The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.
9. Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from County needed to deliver the services.
10. Change Orders. We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.



11. **Services Performance.** Services are performed using generally recognized commercial practices and standards. County agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet that standard.
12. **Services with Deliverables.** If Supporting Material for services define specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If County notifies HP of such a non-conformity during the 30 day period HP will promptly remedy the impacted deliverables or refund to County the fees paid for those deliverables and County will return those deliverables to HP.
13. **Eligibility.** HP's service, support and warranty commitments do not cover claims resulting from:
  1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
  2. Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
  3. failure or functional limitations of any non-HP software or product impacting systems receiving HP support or service;
  4. malware (e.g. virus, worm, etc.) not introduced by HP; or
  5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
14. **Remedies.** This Agreement states all remedies for warranty claims. To the extent permitted by law, HP disclaims all other warranties.
15. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. County grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services. If deliverables are created by HP specifically for County and identified as such in Supporting Material, HP hereby grants County a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
16. **Intellectual Property Rights Infringement.** HP will defend and/or settle any claims against County that allege that an HP-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to County the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. HP is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that HP is not responsible for claims resulting from deliverables content or design provided by Customer.
17. **License Term and Termination.** Unless otherwise specified, any license granted is perpetual, provided however that if County fails to comply with the terms of this Agreement, HP may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, County will either destroy all copies of the software or return them to HP, except that County may retain one copy for archival purposes only.
18. **Confidentiality.** Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such



period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

19. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of County in providing services. To the extent HP has access to County PII stored on a system or device of Customer, such access will likely be incidental and County will remain the data controller of County PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered.
20. Global Trade compliance. Services and products/deliverables provided under these terms are for Customer's internal use and not for further commercialization. If County exports, imports or otherwise transfers products and/or deliverables provided under these terms, County will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. HP may suspend its performance under this Agreement to the extent required by laws applicable to either party.
21. Intentionally Deleted.
22. Disputes. If County is dissatisfied with any services purchased under these terms and disagrees with HP's proposed resolution, we both agree to promptly escalate the issue to a Vice President (or equivalent executive) in our respective organizations for an amicable resolution without prejudice to the right to later seek a legal remedy.
23. Force Majeure. Neither party will be liable neither for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
24. Intentionally Deleted.
25. General. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the State of Arizona and the courts of that locale will have jurisdiction.

