

Bob Oakes
Mayor

Wayne Gray
Mayor Pro Tem

Cliff Ogburn
Town Manager



Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

Doug Remaley
Commissioner

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

8/9/10

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER # 20100632

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/
CORRESPONDING PURCHASE ORDER**

THIS CONTRACT is made and entered into this the 9th day of April 2010, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Computer Service Partners, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

Server installation work performed at the Nags Head Town Hall building located at 5401 Croatan Hwy., Nags Head, NC. Liquidated damages are applicable in the amount of \$50.00 per day and will begin accruing after the final completion date of June 21, 2010. Labor will be charged at the rate of \$140.00 per hour.

Total contract price shall be no more that \$7,980.00 (Seven thousand nine hundred eighty dollars and no cents). The work is scheduled to commence on April 14, 2010.

2. DESCRIPTION OF PROJECT

Services will be provided by Contractor as defined in the attached Statement of Work dated April 6, 2010.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from April 9th, 2010 to June 21st, 2010. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to

purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the

TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

10. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

11. CONTRACT DOCUMENTS/AMENDMENTS

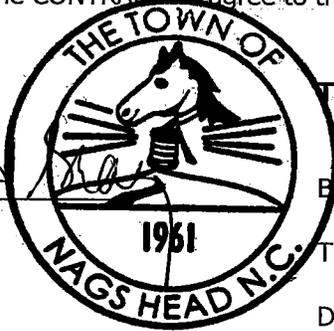
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

[Signature]
Town of Nags Head



TOWN OF NAGS HEAD

By: [Signature]

Title: Town Manager

Date: 4-12-10

[Signature]
Contractor

CONTRACTOR

By: [Signature]
William B. Riddick

Title: PRESIDENT

Date: 4/12/10

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

[Signature]
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]
TOWN ATTORNEY



STATEMENT OF WORK

Prepared for:

Town of Nags Head
5401 South Croatan Highway
Nags Head, NC 27959
Allen Massey, IT Coordinator
massey@TownofNagsHead.net
252.449.2003

Prepared by:

Computer Service Partners
1310 Nowell Road
Raleigh NC 27607
Lisa Young, PMP, Director
lyoung@cspinc.com
919.424.2046

Revision History

DATE	DESCRIPTION	VERSION
3/8/2010	Creation date (initial draft)	1.0
04/06/2010	Updates as per customer	1.1

Project Definition

Computer Service Partners (CSP) has agreed to provide equipment and services to Town of Nags Head (Customer), as defined within this Statement of Work.

1.1 Project Scope

One new physical server running VMWare ESX will be installed by CSP. Two VM's will be installed on the new server: (1) the new SQL Server virtual machine and (2) one physical to virtual machine conversion/migration of the existing Red Hat Financial server. Installation of SQL Server Processor licensing and migration of the existing databases ((1) above) will be the responsibility of the customer. This project will include configuring and installing the hardware, configuring the virtual environment, and migrating the existing financial server.

Additionally, a new SAN device will be installed and an existing SAN device will be upgraded to provide 4TB of storage. The new SAN will be connected and configured for production use. The existing SAN will be configured for replication and the pre-determined disaster recovery location.

Memory upgrades and additional NICs will be installed in the old SQL server or RedHat server. This server will be re-purposed and reconfigured as the disaster host that will connect to the replication SAN.

Existing backup systems, routines, and hardware will be reconfigured and/or repurposed as needed to ensure that all systems and data are continuously backed up to the same extent as prior to the onset of work and to provide the same extent of backup at completion of the project.



Procurement of all hardware will be the responsibility of the customer. CSP will provide recommendations and specifications for hardware as requested by the customer to ensure suitability for this project and may supply hardware if requested by separate purchase order.

The primary activities included in this project are:

Project Management

1. Provide Project Management throughout the duration of the project. Project management includes regularly scheduled status meetings, schedule updates and communication, coordination of 3rd party vendors when needed and overall documentation provided at project close out.

Procurement

2. No equipment or software will be procured by CSP, Inc – all equipment will be procured by the customer.
3. Recommendations will be provided to the customer as to hardware and software specifications as needed.

Finalize Functional Requirements

4. Perform site visits to audit details of the physical configuration of the sites and the cabling infrastructure provided by Customer, if needed.
5. Consult with Customer to discuss VMware design and implementation plan, gather detailed information regarding customer preferences, and obtain customer approval of design criteria, based upon the design.
6. Revise this SOW and create a design package to reflect design changes, as appropriate.

Staging and Pre-Configuration

7. Assemble and confirm proper operation of equipment provided by the customer.
8. Audit and construct the new server.
9. Update the equipment to current "patch levels" and firmware.
10. Install and configure ESXi on the new server.
11. Install licensing on the new ESXi server.
12. Audit and construct the new SAN.

Implementation

13. Install the new server and SAN.
14. Join the new server to the domain.
15. Configure the ESXi virtual server.
16. Migrate the previously determined server to the virtual environment.
17. Verify connectivity throughout the organization to the migrated server.

18. P2V (Physical to Virtual) migration of the Red Hat Financial Server.
19. Configure new SQL Server (this does not include the migration of the database).
20. Verify backups are configured for the migrated Financial server and new SQL Server as previously functioning.
21. Repurpose an existing server as the cold DR ESXi including installation of ESXi, configuration and communication with the DR SAN, and install licensing.
22. Install and configure the Network Interface Cards and memory in the repurposed server to serve as cold DR server.
23. Patch the cold DR ESXi server with the most recent updates.
24. Upgrade and configure the 2nd (cold DR) SAN device for remote WAN replication and mirroring.
25. Install cold DR ESXi server and SAN in the 2nd location across from the main installation site.
26. Test for connectivity and functionality.

Wrap-Up Activities

27. Conduct basic administrative training for Customer's IT personnel.
28. Prepare and produce "as-built" documentation.
29. Resolve any final outstanding issues.
30. Project closure meeting and signoff.

1.2 Out of Scope Activities

This project includes the design, configuration, and deployment of basic Unified Communications Business Edition functionality (IP telephony, voice mail, and automated attendant functionality). Should Customer identify additional requirements during the course of this project, they will be considered "out of scope" and can be considered for future changes through the change request process.

The following are examples of potential Out of Scope Activities:

1. Any activities relating to network cabling issues are considered out of scope for this project.
2. Any activities relating to power or cooling issues are considered out of scope for this project.
3. Any activities relating to the Customer's networking infrastructure not explicitly defined in this project are considered out of scope for this project. This would include any activities relating to cabling, switching, routing, the local area network, the wireless network, the

- wide area network, firewall or other security appliance, or any other networking device.
4. Migration of any additional servers other than the defined server (not the Domain Controller).
 5. Support of any third party applications upon completion of the migrations will not be included as part of this effort and will be the responsibility of the customer.
 6. Installation and migration of the SQL database from the existing server to the new virtual server is the responsibility of the customer.
 7. It is our recommendation that all servers (virtual or physical) should have anti-virus installed. We are not installing anti-virus on the new SQL Virtual server as the management of the anti-virus software is done by the customer. It is our recommendation that the anti-virus be installed as soon as possible after creation of this server.

While no Out of Scope Activities are anticipated, unexpected changes often can occur. Change Management procedures are outlined below.

1.3 Customer Activities

Throughout the project, customer will be required to provide information to CSP for the project to maintain the detailed schedule. Some of these activities are known before planning has begun and others are defined throughout the project and communicated through the project manager with deadlines in order to keep the project on schedule. Any delay in these deliverables will impact the schedule and potentially, the overall cost of the project. Known milestones include:

- SOW sign acceptance
- Design meetings and discussions will be held and will require input from the customer
- Provide a final BOM as ordered for equipment allowing verification of equipment by CSP
- Access for site surveys
- Provide Support for any third party software applications for installation
- User Acceptance Testing Completion

1.4 Interfaces and Dependencies

1. The nature of this project may require that certain tasks be performed "after hours." Any requirement for "after hours" utilization of Customer personnel or technical assistance will be provided by CSP to Customer with as much lead time as possible.
2. Appropriate personnel and technical support must be available from any of the third party software vendors during the installation and integration of their software/systems with the environment provided by CSP.

Project Schedule

This project's completion requires incremental completion of its individual steps. The following lays out the desired path for achieving the Expected Outcomes.

- Assemble Project Implementation Team
- Analysis of current environment and constraints
- Audit and review of current production software
- Consulting with customer for implementation planning and design
- Regular Status Meetings, if needed
- Project Planning, Scheduling and Documentation
- Implementation
- Documentation and Diagramming
- Project Closure

Administration Training

Admin training will be available throughout the implementation and upon completion an introduction to VMware will be available from the engineer. This will total approximately 2 hours throughout the implementation and after.

End User Training

No end user training will be required for this installation as end users will not notice a difference in use of the applications they access as a result of this change.

CSP Project Team

CSP will provide technical and project management resources to perform the tasks as described within this document.

Project Manager

CSP will provide a Project Manager throughout the life of this project. The Project Manager will plan the schedule, coordinate and manage resources, and provide project status reporting to Customer. The Project Manager will be the Single Point of Contact for Customer regarding the status of all CSP project activities, issue escalation and resolution, project team communications, project documentation, change management, and risk management. The Project Manager will be Lisa Young.

Technical Lead

CSP will assign a Senior Systems Engineer to serve as the Technical Lead for the duration of the project. This resource will be the central point of contact for technical issues and for technically-related communications between CSP and Customer. The Technical Lead will provide leadership and direction to additional technical resources assigned to this project. The Technical Lead will be Ryan Cheeseman.



Account Manager

The CSP Account Manager will serve as the sales liaison, procurement lead, and Customer's primary escalation contact if issues are unable to be resolved with the Project Manager or Technical Lead. Your Account Manager is Bill Riddick.

Assumptions

1. CSP will require a minimum lead time of 10 business days to schedule resources to perform on-site work; any request by Customer with less than a 10-day lead will be handled on a best effort basis.
2. If any out of scope work is required, this out of scope work will be conducted during normal business hours at CSP and at appropriate Customer facilities. CSP defines normal business hours as eight hours per day, between the hours of 8:00 am and 6:00 pm, Monday through Friday. If weekend or after hours work is required, additional charges may apply.
3. Customer will provide one central resource to work with CSP to coordinate the work efforts on this project. This Customer Representative will serve as the single point of contact for clarification of project-related issues and relevant communications.
4. Customer will provide the necessary information to complete the stated deliverables in mutually agreed upon timeframes.
5. CSP will have access to appropriate areas of Customer facility to perform required project tasks.
6. All equipment will be installed in a pre-determined location as agreed to by the CSP engineering team and customer team.
7. Customer will provide conditioned, battery-backed-up power source (UPS) sufficient to power all equipment. CSP will provide power requirements in order to facilitate Customer being able to compute and verify they have adequate capacity to meet the battery "up time" desired by Customer.
8. Customer will provide sufficient cooling to maintain a proper operating environment for all equipment to be mounted in rack.
9. Customer will provide sufficient patch cables to interconnect all equipment from cable termination point to equipment installed in rack.
10. Customer will provide suitable cabling infrastructure (meeting Category 5e or Category 6 standards) in each location to support the connection of the Unified Communications environment.
11. Customer understands that this project does not include time for troubleshooting issues except for those directly related to the scoped project. No time is planned for any unrelated cabling-related, network-related, or PBX-related activities. If CSP is requested to assist in solving problems outside this specific project scope, any additional time and/or charges will apply.

Change Management

Computer Service Partners' change management processes provide a consistent mechanism for addressing changes to scope, time, budget, assumptions, implementation plans, and risks. CSP, Customer, another vendor, or an end user may initiate project changes. As soon as a change that impacts project scope, schedule, staffing, or spending is identified, the Project Manager will document the issue. After the requested change is assessed by appropriate parties, all project stakeholders are made aware of the actions required to implement the change, the expected impact of the change, and the expected costs and timescales associated with the change. CSP uses its Change Control Logs and Change Request form to facilitate effective change management.

1. **Originate Change** - Use a change management process to originate a change request. Monitor vendor alerts for vendor recommended changes and provide a channel for customer initiated changes from within the business.
2. **Evaluate Change** - Use a change management process to evaluate the change request.
3. **Accept and Schedule Change** - Use a change management process to evaluate the change request and determine whether or not to accept the change, and then schedule the change. Estimate change timeline and provide rollback and contingency plans
4. **Execute Change** - Execute the change based on the change management process.
5. **Communicate Change** - Use the customer communications plan to communicate the change.
6. **Conduct Post-Change Evaluations** - Using a change management process, conduct a post change evaluation
7. **Accept and Close Change** - Accept when the change is successful and close the change. Verify the customer is satisfied with the change. Close and update the appropriate

Unexpected Pitfalls:

The following is a list of potential problems that may be encountered during the project implementation as outlined above. These problems may increase the final number of hours used to successfully complete the project.

- Delay in customer deliverables
- Delay in delivery of hardware, licensing, etc
- Hardware failures
- Delay in finalized and approved wiring
- Lack of 3rd Technical Support (Internet Service Providers, Software Vendors, etc)

Completion Criteria / Project Closure

Computer Service Partners will have fulfilled its obligation under this Statement of Work when CSP has satisfied the Deliverables and Customer has provided acceptance of those Deliverables, as summarized in the Project Scope and noted throughout this Scope or Work.



COMPUTER
SERVICE
PARTNERS

Town of Nags Head
Virtual Server Installation

Please acknowledge your agreement with and acceptance of this Statement of Work by signing below:

Town of Nags Head

Signature: Allen Massey

Name: Allen Massey

Title: IT Coordinator

Date: 4/9/10

Computer Service Partners

Signature: William B. Riddick

Name: ~~Lisa Young, PMP~~ William B. Riddick

Title: Director, Project Engineering PAS10425

Date: 4/12/10

PURCHASE ORDER



THE TOWN OF NAGS HEAD

P.O. BOX 99
 NAGS HEAD, NC 27959
 TEL (252) 441-5508
 FAX (252) 441-4680

PURCHASE ORDER #	20100632-00	FY 2010
	Page Number:	1

PURCHASE ORDER NUMBER REQUIRED ON ALL INVOICES

MAIL INVOICE TO:

ATTN: ACCOUNTS PAYABLE
P.O. BOX 99
NAGS HEAD, NC 27959

VENDOR	COMPUTER SERVICE PARTNERS INC 1310 NOWELL RD RALEIGH, NC 27607
---------------	--

SHIP TO	MIS ATTN: ALLEN MASSEY TOWN OF NAGS HEAD 5401 S CROATAN HWY NAGS HEAD, NC 27959
----------------	--

Tel 919-424-2000 Requisition

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD / TERMS	DEPARTMENT / LOCATION
04/09/10	005168			Administrative Services
LN	DESCRIPTION / PART NO.	QTY	COST EA.	EXT. PRICE
0	SERVICES BILLED AT \$140/HR PER CSP STATEMENT OF WORK DATED 4/6/2010 AND ASSOCIATED NAGS HEAD SERVICES CONTRACT. TOTAL CHARGE NOT TO EXCEED \$7,980.00 441-544500	1.0 Each	7980.00000	7,980.00
			7,980.00	
			PO Total	7,980.00
Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by vendor for processing.				

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

FINANCE OFFICER

PURCHASING AGENT