

RSWC#3020 Cloud Managed Services **Contract Information and Usage Instructions**

Master Agreement No: AR2479

Edison Contract # 66265

***EXECUTIVE BRANCH AGENCIES - PLEASE CONTACT STS
BEFORE STARTING ANY SOW PROJECTS**

Contract Period:

Start Date: May 15, 2020

Initial End Date: May 14, 2023

Final End Date: May 14, 2025

(Three year term, plus two one-year options to renew.)

CPO Contract Administrator:

Simeon Ayton

Category Specialist

615-532-0110

Simeon.Ayton@tn.gov

STS Contact:

Chris Benson

Business Operations Director

615-770-1126

Chris.Benson@tn.gov

Deloitte Consulting LLP Contacts:

Edison Contract #: 66265

Supplier #: 135163

Mike Connors

Principal

773-818-1677

mconnors@deloitte.com

Brad Eskind

Principal
615-500-3359
beskind@deloitte.com

Contract Summary/Background:

This contract will enable the State to procure cloud manages services from Deloitte Consulting. Deloitte will design, implement, and manage a Virtual Private Cloud (VPC) capability through use of its alliance with AWS to support the defined maintenance and operations requirements defined. This includes setup, configuration, security, implementation, maintenance and support for the in-scope Cloud computing environment. The following activities will be provided by Deloitte Consulting:

- Cloud Hosting Services (includes compute and cloud instances)
- Infrastructure-related Design, Development, and Implementation Services for cloud solutions Service Reporting
- Monitoring and Alarming
- Enhanced Security as required
- Availability, Performance, and Capacity Management
- Backup and Restore
- Operating System Management
- Disaster Recovery
- Maintenance and Support Communications
- AWS compute power or Cloud Hosting services are provided under an AWS Resale order

Usage Instructions:

All purchases from this contract require an approved STS Pre-Approval Endorsement form. Please refer to the price lists attached to the contract in Edison. For projects, please use the attached SOW template. Please note that all SOWs will require a signature from the STS CIO or Deputy CIO before they can be executed.

SWC #3020 Cloud Managed Services *[Insert Requesting State Agency name]* Statement of Work



For

[Insert Project Title]

[Insert Planview Work ID - Sequential #]

[Date]

1.0 Statement of Work

1.1 *Project Title*

This Statement of Work (SOW) is being executed between Deloitte Consulting LLP ("Contractor") and *[Insert Agency]* ("Agency" or "Purchasing Entity") for *[insert a brief description of the project]*, effective as of *[Insert Effective Date]* (the "SOW Effective Date").

This Statement of Work (SOW) constitutes an Order under that certain Participating Addendum between Deloitte Consulting LLP and the State of Tennessee, NASPO Cloud Managed Services Statewide Contract Number 3020, (the “Contract”) and incorporates by reference the terms and conditions, specifications, and other incorporated contract documents of the Contract. In case of any conflict between this SOW and the Contract, the Contract shall prevail.

1.2 Background

- *Describe the history of your project and the prior events that brought you to this SOW*

1.3 Reference to other applicable documents

The following documents are hereby incorporated by reference into this SOW:

- *List any pertinent documents or supporting materials pertaining to the SOW, if any, otherwise write “None”.*

2.0 Agency Staffing and Roles

2.1 Staffing

Project Manager – Agency

The Agency’s Project Manager is:

Name:

Address:

City:

State & Zip

Phone:

Cell:

Fax:

Email:

Insert contact information for any additional relevant staff.

2.2 Agency Staff and Roles

- *Who within the agency will have decision-making authority, including approval of changes, report, documentation and deliverables?*
- *State agency staff (if any) to assist with the project effort*
- *Individuals key to the project and detail their roles and responsibilities*

3.0 Project Requirements and Deliverables

3.1 Requirements

Describe:

- *Tasks to be performed and any additional Contractor qualifications for specialized projects*
- *Any known non-standard work schedule tasks*

- *Location(s) where project work is required to be performed or may be performed, including the use of onsite, offsite, and offshore resources at the procuring State agency's discretion*
- *Include tasks that do not result in specific deliverables (i.e. project management)*
- *Include any security requirements from Special Terms and Conditions, Section 13 of the Contract that are applicable to this SOW.*

3.2 Agency Tasks and Responsibilities

- *Include tasks to be performed by the agency*
- *Precise definition of all hardware, software, data services, and facilities the agency will provide*

3.3 Deliverables

Describe the Deliverables to be provided under this SOW, including the estimated delivery dates. If no Deliverables, state "none."

3.4 Exclusions

Describe:

- *Tasks which are not part of the scope of this project*

4.0 Cost Criteria

4.1 Payment Methodology

Describe the payment methodology and the associated charges applicable to this SOW.

4.2 SOW Monetary Cap

Check one of the following to apply to this SOW:

- ☐ This SOW is a fixed fee SOW. The total charges under this SOW is [_____] dollars (\$____) *[specify SOW monetary cap]* for the performance of the work as set forth in this SOW.
- ☐ This SOW is a time and materials SOW. The total charges under this SOW is [_____] dollars (\$____) *[specify SOW monetary cap]* for the performance of the work as set forth in this SOW (the "SOW NTE Amount"). The Agency shall compensate the Contractor for actual work performed, in an amount not to exceed the SOW NTE Amount. The Agency shall not be obligated to pay for, and the Contractor shall not be obligated to perform, work under this SOW in excess of the SOW NTE Amount unless and until the parties execute a written amendment to this SOW to increase such SOW NTE Amount.
- ☐ This SOW is a consumption-based SOW. The estimated charges under this SOW is [_____] dollars (\$____) *[specify SOW estimated budget]*. The Agency is fully responsible for its use of the AWS Account(s) and for managing its Cloud Services consumption and license(s) usage and AWS Marketplace purchases under the AWS Account(s) to remain within such budget. This includes any and all charges resulting from Cloud Services consumption and license(s) usage and AWS Marketplace purchases under the AWS Account(s), regardless of whether such charges exceed such budget, or any not-to-exceed amount or other similar cap on spend set forth in this SOW.

For clarity, the terms of this SOW and the Contract will continue to apply to any Cloud Services provided in excess of the specified estimated charges.

4.3 State Agency Billing Address

Insert the applicable State Agency billing address.

5.0 Deliverable Acceptance

Define the process for submitting, approving and rejecting deliverables (including testing dates and scenarios)

6.0 Estimated Timeline and Period of Performance

Project must begin no later than *[Month, Year]* and be completed by *[Month, Year]*.

7.0 Project Management (if applicable)

Describe what will be required as far as project management, which reports will be required, how often these reports will be required, and what must be submitted to the State procuring agency.

8.0 Additional State Policies and Standards

Specifically reference any additional state policies and standards that would apply, to the extent applicable to Contractor in its performance of the work under the Order. If none, write "none".

- *Insert any other relevant links to the latest versions of the policies, standards and environment*

9.0 Key Assumptions

Identify any additional agency or contractor assumptions

If additional sections are required for your specific project, please leave the above section numbering as it is and add your new sections here as 10.0, 11.0 etc.

This SOW will not be effective, and Contractor shall not commence services hereunder, until it is approved and signed by Contractor, the Participating Entity and either the State's Chief Information Officer or the Deputy Chief Information Officer.

In witness whereof, the parties have executed this SOW as of the last date of execution of the signatories below.

<i>[Insert State Purchasing Agency]</i>	Deloitte Consulting LLP
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
C I O or Deputy CIO for the State of Tennessee, Strategic Technology Solutions	
Signature:	
Name:	
Date:	