

# interoffice

## MEMORANDUM

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**To:** Rick  
**From:** Rhonda  
**Date:** February 23, 2004  
**Subject:** IBM

Attached is the proposal (040217-10) that was approved at the Commissioners' meeting last week. Please obtain signatures and return "Copy of Record" to me. Thanks.

Attachments

040217-10

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**A PROPOSAL FOR**

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**LARAMIE COUNTY**

309 WEST 20TH ST

CHEYENNE, WY 82001-3601

TO PROVIDE

*Equipment Modification*

SUBMITTED BY:



600 Anton Blvd.  
Costa Mesa, CA 92626

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Date: **01/05/2004**

Proposal Reference: **HQ00513**

Callown Reference: **1270927**

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**COPY OF RECORD**

## **PROPOSAL SUMMARY**

### **CHARGES**

In response to your request, IBM is pleased to submit this proposal to provide Services. The charges for the requested Services are specified in Section 6.0, "Charges" of the attached Statement of Work.

### **REQUIRED DOCUMENT**

The IBM Customer Agreement (Z125-4575) or any equivalent agreement signed by both of us applies to this transaction.

### **ATTACHED DOCUMENT**

**Statement of Work (Services):** The Statement of Work to perform these Services is attached. These terms are in addition to those of the IBM Customer Agreement and specifically supplement its Services terms. The Statement of Work describes the specific Services to be provided as customized to your environment.

### **PROPOSAL EXPIRATION DATE**

The proposal expiration date for this Statement of Work is 04/04/2004.

# IBM Statement of Work for Services

## 1.0 Scope of Work

This section describes the Services that IBM will provide under this Statement of Work (SOW). Specifically, IBM will provide LARAMIE COUNTY with Equipment Modification.

These Services will be provided for each location you designate (called "Designated Locations") as listed in the Attachments.

### SUPPLY PURCHASE ORDER NUMBER: \_\_\_\_\_

IBM agrees to provide the Services described in this SOW provided you accept this SOW, without modification, by signing in the space below on or before 04/04/2004

Each of us agrees that the complete agreement between us about this transaction consists of 1) this Statement of Work, its Attachments, and 2) the IBM Customer Agreement or any equivalent agreement in effect between us (called "Agreement") identified below.

Agreed to:  
LARAMIE COUNTY

By \_\_\_\_\_

Authorized signature

Name (type or print): Jack Hudson

Attest: *[Signature]*

Date: 2-18-04

Customer number: 5059355

Customer address:  
309 WEST 20TH ST  
CHEYENNE, WY 82001-3801

Customer "Bill To" address, if different:

Project name or identifier:

Total charges: \$420.00

Agreed to:  
International Business Machines Corporation

By \_\_\_\_\_

Authorized signature

Name (type or print):

Date:

Reference Agreement number: 9706019

Statement of Work number: CFTTH1L

Estimated Start Date: 01/05/2004

Estimated End Date: 03/05/2004

Service department: BLQ

IBM address:  
IBM Corporation  
600 Anton Blvd.  
Costa Mesa, CA 92626

IBM Services group address:  
Global Services Inside Sales  
Dallas, TX  
FAX: 1-972-906-5341

Received And Approved  
As To Form Only  
By The County Attorney

*[Signature]* 1/28/04

## **1.1 Equipment Modification Services**

The Equipment Modification Services (called "Services") provide you with IBM labor to perform selected Machine modifications, upgrades/downgrades, feature adds/removes, and testing of large, mid-range or desktop IBM or selected non-IBM systems. IBM also provides these Services for associated equipment, such as DASD, tape drives, and printers. All Equipment Modification Services are performed using parts supplied by you. The specific Services IBM will provide to you under this SOW are described in the following sections.

### **1.1.1 Equipment Modification**

#### **IBM Responsibilities**

IBM will provide the following Services to modify Machines for which IBM offers Maintenance Agreement Service that are owned by you or for which you are the authorized agent; these Machines are specified in Attachment 1-1 to this SOW. These Services will be provided at locations designated by you (called "Designated Locations") and agreed to by IBM. IBM will:

- provide its personnel with the modification instructions required to install the requested IBM feature(s);
- order, upon your written request, the configuration tapes and/or diskettes required for each modification, and bill you separately for these items;
- check that IBM or non-IBM parts provided by you are at a proper engineering change level to be compatible with the Machine(s) to be modified and that the factory instructions have been provided for any non-IBM Machines. If the IBM or non-IBM parts supplied by you are not at a compatible engineering change level, the requested modification will not be performed until you obtain compatible parts;
- install the modifications that are identified in the referenced attachment upon notification that the parts are onsite;
- update the equipment documentation with logic documentation that has been supplied by you;
- place the removed parts into IBM-approved packing material that has been supplied by you;
- ensure proper Machine operation upon completion of the requested Services. IBM or non-IBM parts provided by you which are determined to be defective at the time of the modification will be replaced by you;
- submit the required documents to the Manufacturing Plant and Administration to update the Machine Level Control History, if on IBM Maintenance; and
- notify you upon completion of these Services.

#### **Your Responsibilities**

You are responsible for notifying IBM of the Services to be performed at each Designated Location. You agree to:

- ensure that prior to the commencement of Services, the Machine is in IBM maintenance service qualified status. Maintenance Service Qualification (MSQ) inspections are not provided under this SOW. If these Services are requested, you will be billed separately for such Services at IBM's current hourly Services rates;
- ensure that the parts are on-site prior to the commencement of Services;
- provide IBM with the required configuration information and the engineering change level for each Machine that is to be modified;
- provide IBM with IBM-approved packing material for removed parts prior to the commencement date of the Services;
- ensure that the Machines are in proper working order before commencement of modifications;
- provide updated logic documentation for the specified modification(s);
- ensure that each Designated Location has adequate power and cooling to support the modifications to be installed;
- provide shipment, if necessary, to a storage facility for all parts removed during the modification;
- provide IBM with an action plan to follow when parts that have been provided by you are determined to be defective. If IBM encounters missing or defective parts, it will restore the Machine to operational condition, bill

you for the additional work done at IBM's current hourly Services rates, and return after you supply the parts;  
and

- supply replacement parts as stipulated in the action plan and as identified by IBM.

### **1.1.2 Deliverable Materials**

None

### **1.1.3 Completion Criteria**

IBM will have fulfilled its obligations for Equipment Modification Services when the activities described above have been completed. IBM will advise you of the completion of these Services.

## **2.0 Estimated Schedule**

The Services will be performed consistent with the estimated schedule mutually agreed to by both of us. We both agree to make reasonable efforts to carry out our respective responsibilities according to such schedule.

The following is provided for planning purposes:

Estimated Start Date: 01/05/2004      Estimated End Date: 03/05/2004

## **3.0 Your Other Responsibilities**

Your responsibilities listed in this SOW are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by you.

You are responsible for managing the project and any results achieved.

You are responsible for performing the following activities:

- permit posting of any notifications required by applicable law for Services provided at your locations.
- arrange reasonable and safe access to project site for project personnel, as required;
- arrange adequate office space for project personnel, as required;
- conduct any communications through IBM's project manager;
- help resolve project issues and escalate issues within your organization as required;
- obtain and provide project requirements, data, decisions and approvals, within three business days. If such project requirements, data, decisions or approvals are delayed beyond the time specified, you agree to relieve IBM of its responsibility for the affected Services until you perform that obligation. You also agree to reimburse IBM for any additional expense IBM incurs as a result of such delay; and
- accept responsibility for the actual content of any data file, selection and implementation of controls on its access and use, and security of the stored data.

You acknowledge that it is your responsibility to identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and insure that products of the system meet those requirements.

## 4.0 Deliverable Materials

There are no Materials associated with this SOW.

## 5.0 Completion Criteria

IBM responsibilities under this SOW will be considered complete when either one of the following first occurs:

1. IBM accomplishes its tasks described in this SOW, including delivery of any Deliverable Materials; or
2. The project is terminated in accordance with the provisions of the Agreement.

## 6.0 Charges

The Total Charges stated here represent the sum of the charges for the Services as described in this SOW, exclusive of any taxes. If travel is required, you will be billed for actual travel and living expenses incurred.

Total Charges..... \$ 420.00

**Invoicing:** You will be invoiced upon completion of IBM's responsibilities. Invoices are payable upon receipt.

This Services Charge does not include charges for configuration tapes, diskettes or packing material that may be required for the requested Services. You will be billed separately for these items.

You will also be invoiced separately on an hourly (per call) basis at IBM's current hourly services rates, for the following Equipment Modification Services if requested by you of IBM:

- over-time work authorized by you to accelerate the schedule either as to the final completion date or any interim date;
- work required by IBM correct Machine malfunctions, unless such repairs are covered by an existing IBM agreement;
- work required by IBM to correct the results of repair or reconfiguration work done by others;
- work required by us to replace missing parts, defective parts or parts not furnished by IBM that require replacement; and
- additional time incurred by IBM caused by delays waiting for parts, equipment arrival, or access to the Designated Location(s).

## 7.0 Business Contact Information

You agree to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors acting on IBMs behalf, IBM Business Partners who promote, market, and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship.

## **8.0 Project Change Control Procedure**

If a change to this SOW is required, both of us agree to use a Project Change Request (called "PCR") as the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.

The designated lead of the requesting party, will review the proposed change and determine whether to submit the request to the other party.

Both of us will review the proposed change and approve it for further investigation or reject it. IBM will specify any charges for such investigation. If the investigation is authorized, both of us will sign the PCR which will constitute approval for the investigation charges. IBM will invoice you for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.

A written Change Authorization and/or PCR must be signed by both of us to authorize implementation of the investigated changes.



# IBM Statement of Work for Services, Attachment 1-1

## Equipment Modification

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Customer Designated Location :

**LARAMIE COUNTY**

309 WEST 20TH ST  
CHEYENNE, WY 82001-3601

Total Number of Designated Locations = 1

Modification No.	Machine Type/Model	Feature Code	Description	Quantity
9999	9406-820	9999	Install 2-six pack disk drive enclosures and drives	2
9999	9406-820	9999	Install Memory	1