



General Security Consulting Activities

Time and Materials Proposal

Prepared for

Williamson County

Presented By

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1. SCOPE OF SERVICES

Williamson County (“Customer”) has engaged SHI Security Solutions to provide general consulting hours which can be used as needed to support the internal Security and Risk Management program.

The specific goals and objectives for this project are as follows:

- Forty (40) general Security Consulting hours, billed at minimum increments:
 - Fifteen (15) minutes for remote activities
 - Eight (8) hours for onsite activities
- Said hours can be used at the discretion of Williamson County as questions and challenges pertaining to the overall information Security and Risk Management program are identified
- Consulting hours will expire after forty (40) man-hours are spent – or – after one-hundred-twenty (120) days after the date of the SOW customer signature (whichever comes first)
- Most consulting tasks will be executed remotely through email, phone, and web meetings
- Up to five (5) days is included for onsite activities

Any objective requiring architectural design or implementation will be addressed through separate Statement of Works (SOWs) as requested by Williamson County Stakeholders.

2. TIMEFRAME

- Estimated Start Date: February 2016
- Estimated End Date: June 2016

The above estimated start and end dates are based on a schedule determined during initial scoping conversations. The estimated duration of this project is **forty (40) hours or one-hundred-twenty (120) days**. Note that Time and Materials budgets and durations are estimates. The final project duration is affected by the actual time provided by all resources against the budget. Unless otherwise detailed, the Customer Purchase Order will be used without precedence of resources and may distribute budget dollars across resources in other than defined in Section 5.

3. RESOURCES AND SKILLS

SHI will provide individual resources outlined below to be participants for this effort. These resources will participate in all required steps and will be fully or partially responsible for tasks where appropriate:

Name	Role	Involvement
Sponsor/Project Manager	Provide a single point of contact for project-related issues	Part Time
IT Resource(s)	Sr. Security Solution Architect Security Consultant	Full Time

All resources are directed by the Customer. SHI Project Manager will be responsible to coordinate schedules and status meetings as will be defined in the Kickoff Meeting.

4. CHANGE CONTROL PROCESS

The “Change Control Process” is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the baseline Project plan if mutually accepted by the Customer and SHI Project Managers.

Under the Change Control Process, a written “Change Request” (attached as Appendix A) will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Williamson County will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

5. BILLING INFORMATION

SHI proposes to deliver the services described here for the rates set forth below. This is an estimate of the time required to complete the objective. There is no guarantee it can or will be implemented within this timeframe:

Rate Description	Estimated # of Hours	Total Fee
General Security Consulting	40	\$12,500
Total fee †		\$12,500

This quote is valid for 60 days from 2016-02-07.

†This is an estimate of the time and cost to complete the objectives described previously. However, it is not a guarantee that the work can be completed in the estimated time.

The total cost of this project is not to exceed \$12,500 unless otherwise agreed to by both parties via the Change Control Process as described previously.

Any additional work that is required outside the scope of this SOW requires written approval by Williamson County and SHI as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI and Williamson County.

1. TRAVEL EXPENSES

Up to five (5) days (including all travel expenses) is included within the above cost for onsite activities

2. BILLING TERMS

SHI will invoice for these services on a monthly basis or at the completion of the project, whichever comes first. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order.

3. STATE OF TEXAS CO-OP PURCHASING PROGRAM

SHI participates within the Texas Procurement and Support Services Cooperative Purchasing Program (State of Texas CO-OP) through contract DIR-SDD-2188.

6. LOCATIONS

The location/s of services to be provided and billing contact is:

CONTACT INFORMATION
Company Name: Williamson County
Street Address: 1821 Southeast Inner Loop
City, State, Zip Code: Georgetown, TX 78626
Contact Name and Title: Alison Gleeson
Contact Phone Number and E-mail address: agleason@wilco.org 512-943-1680

WORK LOCATION
Street Address: 1821 Southeast Inner Loop
City, State, Zip Code: Georgetown, TX 78626

7. ASSUMPTIONS

The engagement time frame and associated fees quoted within this Proposal are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Proposal.

1. SHI is not responsible for lost data. SHI recommends that Williamson County perform a full working backup of their network prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Williamson County is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead time for scheduling is fourteen (14) business days from our receipt of the signed proposal or fourteen (14) business days from the confirmed start date between SHI and Williamson County; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
4. SHI will not develop applications as a part of this Proposal.
5. Williamson County will provide the necessary hardware to complete the engagement.

6. SHI is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Williamson County
7. Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the engagement.
8. Williamson County will make the necessary administrative usernames and passwords available to the engineer.
9. Williamson County will provide detailed and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Williamson County will provide the necessary workspace and network access to provide the above services.
11. Williamson County will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Williamson County. All wiring, hardware, and software required to perform the above services are in working order.
13. Williamson County will provide a technical point of contact during the time of this engagement.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
16. Both Williamson County and SHI agree that previously executed HIPAA Security Risk Assessment does not reflect a conflict of interest which would impact the successful execution of the proposed General Security Consulting
17. While every effort will be made to expedite all consulting efforts, responses to Customer requests will be subject to lead-times dependent upon resource workloads, generally (but not limited to):
 - One (1) business day for email responses
 - Three (3) day notice for remote meeting requests
 - Three (3) week notice for onsite travel

8. CUSTOMER RESPONSIBILITIES

Both Williamson County and SHI are responsible for the successful execution of this engagement.

Williamson County agrees to the following assigned responsibilities:

- Prior to the start of this Proposal, Williamson County will indicate to SHI in writing a person to be the point of contact. All engagement communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Williamson County in all aspects of the engagement; however any changes that affect the scope of this Proposal, schedule or price will require that an amendment to the Proposal be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Williamson County and SHI is made through the SHI Engagement Manager.

- The Customer Contact will obtain and provide engagement requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI engagement personnel have reasonable and safe access to the Engagement site and adequate office space, if required.
- The Customer Contact will help resolve engagement issues and ensure that issues are brought to the attention of the appropriate persons within the Williamson County organization, if required.
- Customer Contact will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this engagement ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
- Williamson County will inform SHI of all access issues and security measures, and provide access to all necessary hardware and facilities as required.
- Williamson County will provide, at no expense to SHI: computer hardware, software, and access to the Williamson County network as required to complete the work described in this Proposal.
- Williamson County is responsible for providing all telecommunications equipment, and related infrastructure as required for the successful completion of this Engagement.
- Williamson County agrees that all related information regarding this engagement will be communicated to SHI as expeditiously as possible.

9. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the SHI services agreement between Williamson County and SHI, or, if Williamson County and SHI have not executed a service agreement, the terms of the Professional Services Agreement shown in SHI PSA - Terms and Conditions incorporated herein by reference (in either case, the "Terms and Conditions".) This agreement shall be considered an "SOW" for purposes of the Terms and Conditions.

10. SPECIAL DATA SECURITY CONSIDERATIONS

As data security concerns and regulations continue to rise in import such as Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS), SHI wants to ensure the project delivery Team maintains that compliance. If the Customer organization utilizes special tools or has procedural requirements that must be observed during this project such as the use of Cloud storage or file/email encryption, please advise your SHI Sales representative and Project Manager as soon as possible. If required tools are not currently employed by the SHI Team, the costs of those tools will be a project expense pass-through. Please allow project initialization time for acquisition of these tools.

11. PROPOSAL ACCEPTANCE

The Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Proposal for the services defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

Williamson County		SHI International Corp.	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	

12. CONFIDENTIAL

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Williamson County. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Williamson County shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Williamson County and SHI. This restriction does not limit Williamson County's right to use information contained in this document if it is obtained from another source without restriction.

13. APPENDIX A – CHANGE REQUEST FORM

CHANGE REQUEST FORM

Project Name:	General Security Consulting Hours
Customer Name:	Williamson County
Change Request Number:	
Date:	
Submitted by:	
Change Evaluator:	

CHANGE REQUEST DESCRIPTION:	
IMPACT OF CHANGE:	
PRICE:	
SIGNATURES	

Status: Accepted/Rejected		Reason:	
Williamson County Approval:		Date:	
SHI Project Manager Approval:		Date:	