



County of Williamson

Core BTS, Inc.

Statement of Work

Effective Date: 06/14/2019

This Statement of Work (this "SOW") is between Core BTS, Inc. ("Core BTS") and County of Williamson (referred to hereinafter as "Customer") for the Windows 10 Upgrade project (the "Project"). This SOW presents Core BTS's understanding of Customer's requirements and the Services that Core BTS will provide to meet those requirements. In addition, it details the required resources, work effort, and duration for each of the Services provided and is subject to the Terms & Conditions in Appendix A.

Rigil Mathew
Business Development Manager
Phone: 818.942.2094
Rigil.mathew@corebts.com



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1 Project Objectives

The business objectives for this project are as follows:

- Assist in a strategy to minimize Windows 10 migration impact in remote locations with respect to upgrades and user data.

2 Project Blueprint

The following table outlines the blueprint for this project. Specific text in regard to the approach for each phase can be found in the reference location.

Phase	Purpose	Activities
I	Discovery	<ul style="list-style-type: none"> • Project Planning • Entry Criteria • Project Kick Off • Environmental Access check • Go Through the existing TS used for inplace upgrade • Gather information about SCCM systems in the hierarchy for content distribution • Gather information about remote sites, users and devices in the location • Gather information around AD connect for planning OneDrive known folder move (ODKFM) • Gather information to the OUs that the devices are located for planning group policy related to ODKFM • Gather information on network bandwidth in remote locations to plan for user data migration • Gather information on domains and their federation status
II	Design	<ul style="list-style-type: none"> • Plan on ODKFM • Plan on HDJ • Plan on GPO for ODFM • Plan on Inplace upgrade Task Sequence • Come up with a Strategy & rollout plan
III	Delivery	<ul style="list-style-type: none"> • Go over the strategy and rollout plan
IV	Dedication	<ul style="list-style-type: none"> • Weekly status meeting • Project close

3 Deliverables



Given the nature of the Services to be provided by Core BTS, no specific Deliverables are currently identified for this SOW. Should Core BTS and Customer agree during the execution of this SOW that Deliverables need to be added, then a Change Order will be executed to address the addition of agreed to Deliverables and impact to project schedule.

4 Project Team

The project team includes both Customer and Core BTS personnel. A Core BTS authorized representative will supervise, control, and direct the duties, conduct, and duration of the assignment for all Core BTS personnel during the performance of services. Customer will have no power or authority to directly supervise or control Core BTS personnel with respect to the means, manner or method of performance of the Services under this SOW.

The following are the Customer and Core BTS team members responsible for execution under this SOW:

4.1 Customer Team

Project Role	Name	Responsibility	Time Commitment
Customer Project Sponsor	TBD	<ul style="list-style-type: none"> Provides overall project direction, guidance, and high-level scope boundaries Attends Project kickoff and management checkpoint meetings 	TBD
Customer Primary Contact and/or Customer Project Manager	TBD	<ul style="list-style-type: none"> Day-to-day contact for the Core BTS team Manages Customer project team members and other Customer project resources. Attends project kickoff meeting and others as requested Receives and approves Core BTS Deliverables and weekly status reports Approves all changes to SOWs from Customer's standpoint Aligns Customer's functional and technical resources to the project Ensures Customer personnel execute all Customer tasks as outlined in the project schedule Ensures timely response to functional and technical considerations Delivers any necessary Customer content 	TBD



4.2 Core BTS Team

Project Role	Responsibility	Time Commitment
Project Manager	<ul style="list-style-type: none"> • Day-to-day contact for all project communication between Core BTS and Customer • Manages the CORE delivery team and project scope, risk, time and budget. • Manages project communications, which includes providing weekly status reports to Customer Project Manager. • Leads all meetings including project kick-off • Ensures production of all Deliverables • Develops and manages the project plan • Ensures that all specifications are being successfully implemented • Manages Change Control Management process, which includes issuing Change Requests – if necessary. 	TBD
Solution Architect	<ul style="list-style-type: none"> • Participates in all key requirements and design sessions • Provides technical direction for all of Core BTS Services as described in this SOW • Responsible for the technical design and implementation of the solution • Performs the technical assessment activities as described in this SOW 	TBD
Technical Consultant	<ul style="list-style-type: none"> • Contributes to Activities and Deliverables as described in this SOW 	TBD

5 Customer Responsibilities

Core BTS's approach and estimate are based upon the following responsibilities and assumptions. Changes to these responsibilities and assumptions may require changes to Core BTS's approach, scope and/or estimate. Core BTS's project management will notify Customer as soon as they are aware of any changes to these responsibilities and assumptions and the potential implications:

- This estimate does not include time needed from Customer for review and development.
- A project sponsor/manager from Customer will be assigned to the project on a part-time basis to assist with issue resolution. Core BTS will be responsible for day-to-day project management.
- Providing dedicated project team members and other resources that are necessary to adhere to the project timeline.



- Provisioning all project infrastructure as specified in the Entry Criteria document and Envisioning Session action plans
- Consolidated feedback to the deliverables in the timeframe as defined above
- Delays caused by factors outside of the control of Core BTS will be managed through a change management process. This includes delays in approvals and hardware acquisition and installation.
- Responsible for procuring, installing, hosting, testing, deploying, monitoring, and maintaining all associated hardware and third-party software, including patches or upgrades required to support the integration deliverables
- Customer is responsible for any third-party support costs, which includes but is not limited to Microsoft tickets, contracts, or other means of support.

6 Assumptions

6.1 General Assumptions

- Full time during normal business hours: 8am - 5pm, Monday - Friday PST based on a 44-hour week. (migrations can/will occur after hours as well)
- Adequate facilities and resources will be provided by Customer for services rendered by Core BTS full time while on-site at any Customer location, as needed.
- Customer will acquire all necessary hardware, software and/or subscriptions required to complete this project.
- Any changes made to technical or business specifications found in this proposal must be submitted through a valid Change Order and approved by both Customer and Core BTS.
- Customer and Core BTS must mutually agree to additions or changes to the scope of Services, Deliverables, or assumptions in writing. Core BTS activities or responsibilities not expressly stated to be within scope are agreed to be out of scope.
- Any delays in the project schedule which are not under the control of Core BTS, including, but not limited to, delays in approvals, procurement, or staff availability, may require an adjustment of fees and expenses and/or scheduling estimates for project completion.
- Core BTS cannot guarantee availability of team members assigned to the project, if there are any delays caused by Customer. In these cases, Customer would be accountable for the cost of new Core BTS resources that are on boarded, and for those rolling of that are performing the knowledge transfer.
- The estimated fee structure is based on the estimated timeline and Core BTS's involvement described herein. Customer will dedicate the necessary resources to complement Core BTS and to complete the activities and deliverables according to this SOW.
- Any expenses to be paid by Customer shall be duly documented with the corresponding invoices.
- Core BTS will be provided with access to relevant materials, work product, and other documentation, as well as to those representatives within Customer's organization whose help may facilitate development of Project activities (e.g. meetings, tasks, and deliverables).



- Core BTS will perform its services from Core BTS's office. If there is a need to go on Customer premises, Customer will provide Core BTS project team members with a workspace consisting of a suitable network connection (including Internet access), printer and copier access, overhead projector, and telephone access as well as work areas with availability to conference rooms and space for group interviews and meetings (where applicable).
- It is assumed that the engagement will proceed continuously and there will be no project interruptions or stoppages ordered other than as may be contemplated by the project plan.
- Proposed pricing to Customer will be valid for a period of (30) thirty days from the effective date of this SOW.

6.1.1 Technical Assumptions

- Customer will provide the CORE BTS technical project team unattended access with the account privileges needed to work on the Project.
- This project assumes that Windows 10 migration is for in place upgrade scenario only

6.1.2 Out of Scope

Based on Core BTS's current understanding of Customer requirements, the following requirement areas, Application modules, tasks, and deliverables are out of scope, and will not be executed as part of the Project.

- Core BTS will help in coming up with a strategy and rollout plan
- This project does not include deployments
- Hardware refresh scenario

6.1.3 Deployment Partner of Record

In order for Core BTS to provide Client with the support and Microsoft Cloud lifecycle services for their cloud subscription(s) Customer owns, we request Customer to list Core BTS as their Deployment Partner of Record (DPOR). When a customer purchases qualifying Microsoft Online Services such as Office 365, you are also able to select a certified Microsoft Partner to be associated with your account, a Deployment Partner of Record (DPOR). It is important to note that assigning a Partner of Record to your Microsoft Online services has no impact on your monthly subscription cost. It also has no impact on the support or services you receive from Microsoft. Additionally, it does not provide Core BTS access to your data unless access is specifically provided, or Delegated Administrator access is granted to Core BTS. DPOR does allow Core BTS to work on the customer's behalf with Microsoft should the need arise, and act as the customer's trusted advisor in applicable scenarios: i.e. design and implementation guidance, validation of best practices, quick turnaround timelines for escalation and direct communication with Microsoft's technical and business groups. If you require further clarification and information on DPOR, please do not hesitate to reach out to your point of contact at Core BTS.



7 Professional Fees – Time & Materials

7.1 Service Fees

Core BTS is providing Customer with a time and materials estimate for this project. The project estimates are based on the deliverables, project approach, and assumptions. Expenses are in addition to this amount and explained in a later section. A breakdown of hours, rates, and costs by resource is provided below.

Role	Estimated Hours	Rate	Total
Sr. Consultant	40	\$195.00	\$7,800.00
Project Manager	10	\$190.00	\$1,900.00
Estimated Grand Total:			\$9,700.00
Microsoft DPS Vouchers (10 vouchers)*			\$10,000.00
Subtotal			\$0.00

*** DPS vouchers will be used to pay for this. If for any reason, the vouchers are not redeemable from Microsoft, the outstanding invoice will become due.*

All sales taxes which are properly payable in connection with this SOW under the Applicable law shall be paid by Customer.

7.2 Travel Time and Expenses (if remote)

This project will be delivered remotely and as such, Core BTS shall bear all of its own expenses incurred in connection with the Professional Services performed under this SOW.

7.3 Travel Time and Expenses (if on site)

Travel time and expenses are all not included in the scope of the service offered in this agreement. Should travel time be required during the project, travel expenses will be billed separately and approved by Customer's before incurring. Such travel expenses shall adhere to the mutually agreed upon Customer's and Core BTS travel and expense policy.

7.4 Payment Terms (if T&M)

Core BTS is providing Customer with a time and materials estimate for this project. The project estimates are based on the scope above, project approach, and assumptions. A breakdown of hours, rates, and costs by resource is provided below:



- A ten percent down payment for the services fees (amount) is due upon signing of this SOW, prior to the start of the project. The services down payment will be credited towards initial invoices.
- Project fees & expenses will be billed biweekly on a time & materials basis on Net 30 terms.
- Pricing is for Core BTS professional fees only, and does not include Cloud hosting, software licensing, or other fees.
- Core BTS will utilize best efforts to retain and maintain assigned resources throughout the lifecycle of this project. Core BTS reserves the right to utilize any and all resources necessary to complete the project including resources that were not originally assigned to the project. In the event Core BTS chooses to change, remove or add resources to the project, Core BTS will consult with Customer as soon as reasonably possible prior to making such resource changes, provided that any such changes will not result in the Core BTS personnel assigned to this project to cease to be deployed in the Los Angeles area.
- Core BTS is not responsible to the extent delays in the project timeline or budget overruns due to insufficient access to Customer's staff and management or delays in procurement of required Customer specific resources and/or information necessary for successful completion of the project prevent Core BTS from continuing to work on the project. Core BTS will provide as much lead time as reasonably possible prior to requesting specific resources and/or information from the Customer.

8 Microsoft Funding (if applicable)

- If some, or all, of the funds for the project are provided by Microsoft and/or Core BTS, and the specific terms and conditions around the funding are not met by Customer, then Customer is responsible for paying the entire subsidized amount.
- The terms and conditions set forth by Core BTS and/or Microsoft to secure funding supersede payment/procurement agreements otherwise established in this or other agreements and are available upon request unless otherwise included herein.

9 Issue Resolution and Escalation

- For any issues identified during the course of the Project that requires escalation the issue should first be brought to the Core BTS Project Manager and Customer Project Lead within (2) two business days of the issue being identified.
- Should the Core BTS Project Manager and Customer Project Lead not be able to resolve the issue within (5) five business days they shall escalate it to the Core BTS Practice Director and a member of the Client Executive team. This escalation path is intended to address issues that arise in the ordinary course of the Project.

10 Project Pause



- Should the project come to a PAUSE for reasons unrelated to Core BTS, Core BTS may terminate the project and request full fees associated with current phase as related to the percentage of work completed as deemed by Core BTS. A PAUSE is defined as a stoppage of work and / or communication over a two week period.

11 Change Orders

- Changes to project scope, incorrect assumptions or missing prerequisites may affect cost, resources or scheduling. Other circumstances may arise beyond Core BTS control that may cause it to be unable to accomplish the project objectives and would require a modification to this SOW. Any such modification shall be memorialized in a mutually executed Change Order that details material changes to staff requirements, deliverables, fees and milestones, as applicable.

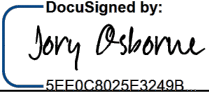
12 Expiration

This proposal expires within 30 days. Please indicate your acceptance by signing the below and faxing it in its entirety to 818-766-0090. Customer may also email a signed and scanned copy to the designated account manager.

ACCEPTED AND AGREED TO BY:

Core BTS, Inc.

County of Williamson

By: 
5FF0C8025E3249B
 Name: Jory Osborne
 Title: Vice President, West Region
 Date: 7/2/2019

By: _____
 Name: _____
 Title: _____
 Date: _____



Appendix A - Project Terms And Conditions

1. Payment Terms. Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid.
2. Independent Contractor; Taxes. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. No Hiring. For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. Warranty.
 - A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer, or our product procurement distributor, or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
 - B. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. Our Indemnity. We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or



negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.

6. **Limitations of Liability. WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF OUR LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR NOT, INCLUDING NEGLIGENCE.** Your right to recover Damages is limited to the amounts paid to us hereunder. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. **Your Covenants.** You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. **Requests for Changes.** No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. **Confidentiality.** Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. **Termination of Agreement.** Either party may terminate our engagement at any time upon 30 days prior written notice.
11. **Entire Agreement; Amendment.** These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein.
12. **Assignment.** You may not assign any of the rights or obligations hereunder without the prior written consent of Core.
13. **Notices.** Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.



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14. Governing Law. These terms shall be governed by and construed in accordance with the laws of the state of [State].
 15. Force Majeure. Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
 16. Waiver; Severability. Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.