

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency “FEMA” Requirements)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and SHI Government Solutions, (hereinafter "Vendor"). Customer agrees to engage Vendor as an independent Contractor, to assist in providing professional services (“Services”) pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor SOW dated July 10, 2020;
- B. DIR-CPO-4398;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control with the exception of DIR-CPO-4398.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for Services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the performance of the Service under the Agreement is completed; or (2) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and any actual, necessary, reasonable and verifiable expenses as a direct consequence of such termination.**

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor thirty days written advance notice of intended audits. Such audits may take place no more than once in a twelve month period. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance:

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended):

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Vendor:

Authorized Signature

Date: _____, 2020



Authorized Signature

Date: July 16, 2020



INTUNE SCCM AND AAD DEVICE MANAGEMENT ASSISTANCE

Statement of Work

Prepared for Williamson County, Texas



Account Executive: Katie Helm | Email: Katie_Helm@shi.com | Phone:
512-814-4134 Proposal Date: 7/16/2020

WILLIAMSON COUNTY, TEXAS PROPOSAL FOR SERVICES

1. SCOPE OF SERVICES

Williamson County, Texas ("Customer") has engaged SHI Government Solutions ("SHI GS") to assist Williamson County, Texas with the following services ("Services") on a time and materials basis:

- Assistance with configuring and transiting workloads to Intune as possible for SCCM, Intune AAD Devices

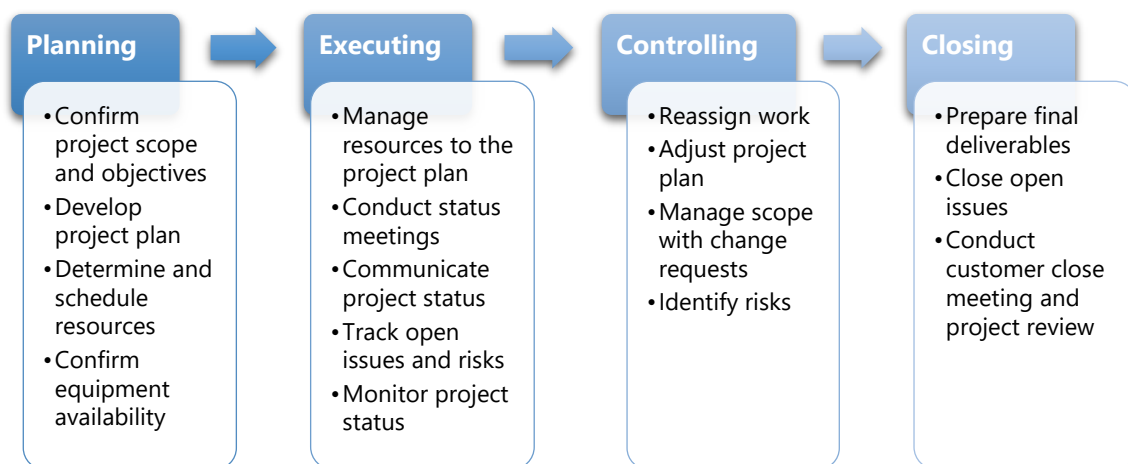
2. IN-SCOPE ENVIRONMENT

The scope of work and pricing for this SOW are based on the following in-scope environment. Any change to the following in-scope environment details has the potential to affect the overall project scope and therefore the associated fees.

Currently they have current branch System Center Configuration Manager (SCCM) and are configured to integrate with Intune (Endpoint Manager) but have not transitioned any workloads to Intune and would like our assistance/guidance with that.

3. PROJECT MANAGEMENT METHODOLOGY

This project will be managed using the *SHI GS Project Management Methodology*, which is based on the Project Management Institute's Framework, as follows:



4. PROJECT DURATION

The estimated project duration is 2-4 weeks*. 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 8.

5. PROJECT TEAM

SHI GS will provide the following resources for this engagement:

Resource	Role	Involvement
Senior Solution Architect	Solution Architect will perform duties related to all phases with much of the effort being applied to the build, test and deploy efforts.	Full-Time
Project Manager	Responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer.	Part-Time

6. ASSUMPTIONS

The services and associated price quoted within this Statement of Work 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 Statement of Work.

1. SHI GS is not responsible for lost data. SHI GS recommends that Williamson County, Texas perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Williamson County, Texas 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 SOW and Purchase Order. Should you require more aggressive scheduling once these documents are received, please contact SHI GS to determine availability.
4. SHI GS will not develop applications as a part of this Statement of Work.
5. Williamson County, Texas will provide the necessary hardware to complete the engagement.
6. SHI GS 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, Texas.

7. Any restrictions or requirements regarding the SHI GS consultants' use of personal equipment must be stated in advance of the commencement of the engagement.
8. Williamson County, Texas will provide, to the extent necessary, administrative usernames and passwords available to meet necessary obligations.
9. Williamson County, Texas will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Williamson County, Texas will provide the necessary workspace and network access to provide the above services.
11. Williamson County, Texas 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, Texas. All wiring, hardware, and software required to perform the above services are in working order.
13. Williamson County, Texas will provide a technical point of contact during the time of this project.
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.

7. CUSTOMER RESPONSIBILITIES

Both Williamson County, Texas and SHI GS are responsible for the successful execution of this Project. Williamson County, Texas agrees to the following assigned responsibilities:

- Prior to the start of this engagement, Williamson County, Texas will indicate to SHI GS in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Williamson County, Texas in all aspects of the Project; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW 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, Texas and SHI GS is made through the SHI GS project manager.
- The Customer Contact will obtain and provide project 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 GS project personnel have reasonable and safe access to the project site and adequate office space, if required.
- The Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this engagement. SHI GS may request that meetings be scheduled with Technical Contacts.
- Williamson County, Texas will inform SHI GS of any necessary access issues and security measures and provide access to all necessary hardware and facilities as required.
- Williamson County, Texas will provide, at no expense to SHI GS: computer hardware, software, and necessary access to the Customer network as required to complete the work described in this Statement of Work.
- Williamson County, Texas is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this engagement.
- Williamson County, Texas will provide SHI GS consultants with adequate remote access and connectivity such as Cisco VPN, Nortel Contivity, etc., which will allow SHI GS consultants to independently access the Customer's network to perform the work described in this SOW.

NOTE: Alternative forms of access which are dependent upon Customer personnel such as using a shared desktop accessed via WebEx or similar solutions will INCREASE the time SHI GS consultants need to perform their work and therefore increase the cost associated with this SOW.

- Williamson County, Texas agrees that all related information regarding this project will be communicated to SHI GS as expeditiously as possible.

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

Resource	Role	Involvement
SCCM Administrator	Administrator for System Center configuration Manager.	Part Time
Office 365 GA	Office 365 Global Administrator.	Part Time

8. PRICING AND PAYMENT SCHEDULE

The following tables detail the pricing for delivery of the services outlined in this proposal.

This quote is valid for 60 days from 7/16/2020. All hours must be utilized before 9/31/2021

SUMMARY	Hourly Rate	Estimated # of Hours	Total Estimated Fee
PROJECT MANAGER	\$125	30.5	\$3,812
SENIOR SOLUTION ARCHITECT	\$225	80	\$18,000
TOTAL ESTIMATED FEE			\$21,812

On a weekly basis, SHI GS will submit timesheets to Williamson County, Texas for review and approval. Williamson County, Texas will have 10 calendar days to dispute any submitted timesheet. After such time, SHI GS will consider the timesheet approved in abstention. For disputed timesheets, SHI will work with Williamson County, Texas to resolve any issues. If SHI GS and Williamson County, Texas are unable to resolve the issue(s) associated with the disputed timesheet(s), SHI GS and Williamson County, Texas will follow the arbitration process outlined in the Master Services Agreement.

Any additional work that is required outside the scope of this SOW shall follow the Change Control Process or initiate a new SOW.



8.1. Billing Terms

SHI GS will invoice Williamson County, Texas monthly (or at project completion, whichever comes first) for services based on the number of hours consumed by SHI GS and approved by Williamson County, Texas since the last invoice. All invoices are due and payable within 30 calendar days of the invoice date.

The total estimated fee does not include applicable taxes. Invoice(s) will include any applicable taxes due.

8.2. Digital Partner of Record

Potential fees, commission or compensation may be received from Microsoft, in connection with the products or services being procured.

9. TRAVEL

No travel is required for this engagement.

10. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the services agreement DIR Contract Number DIR-CPO-4398 ("Agreement") between Williamson County, Texas and SHI GS

11.CONTACT INFORMATION

Project Point of Contact (Customer Contact)	
Name:	Tammy McCulley
Email Address:	tmcculley@wilco.org
Phone Number:	(512) 943-3756
Send Invoices To:	
Name/Department:	Tammy McCulley
Address:	301 SE Inner Loop, Suite 105
City, State, Zip:	Georgetown, TX 78626
Email Address:	tmcculley@wilco.org
Phone Number:	(512) 943-3756
Can invoices be sent via email?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

12.STATEMENT OF WORK ACCEPTANCE

The project scope, terms and conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project 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.

The SHI assigned project manager and your account executive will be in touch to schedule a Project Kickoff meeting and confirm desired start and completion dates as soon as possible after SOW acceptance. Before the Project Kickoff, the SHI project manager and the SHI Practice Manager will allocate project resources in our best attempt to satisfy your scheduling desires. At the Project Kickoff, the SHI Project Manager will review the SOW, present the proposed timeline, resource requirements, and project deliverables. The project manager will also review the change control process to be followed, confirm the Customer Contact information, and any other project administrative items.

Williamson County, Texas	SHI Government Solutions
Signature:	Signature: <i>Michael McCracken</i>
Print Name:	Print Name: Michael McCracken
Title:	Title Sr. Director End User Solutions
Date:	Date: 07/16/2020

