General Information

Client Name	Williamson County	**Account Manager**	Daniel Guzman
Contact Name	Thomas Gillespie	**Solution Architect**	Trevor Langston
Contact Phone	512-943-1108	**Opportunity #**	1003224405490 | RQ-197024
Contact Address	301 SE Inner Loop Suite 106 Georgetown TX 78626 US	**Date**	19-Jun-2024
Contact Email	thomas.gillespie@wilco.org	**Service Title**	**Windows Defender Review**

Service Information

Technology Area	✓ Digital Workspace ☐ Other: _____
Type of Request	T&M

Presidio Networked Solutions Group LLC ("Presidio") is pleased to provide the following services to Williamson County ("Client"). This Service Request defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

Description of Services

Williamson County is in the process of deploying CrowdStrike, and security has been a critical concern for the organization since they leverage Intune for security policies. Williamson County wants to ensure that best practices are in place and that the organization has the need for security regulations, compliance, governance, and data loss protection.

Presidio will assist Williamson County with a review of the Microsoft Intune Security policies associated with the implementation of CrowdStrike. Presidio will deliver this through the following:

Assessment & Review

Presidio will review the relevant solution components that are already in place or that are partially configured for this solution and the requirements for functionality that have not yet been implemented. The key elements of the review are:

- Conduct workshops to review Intune Firewall Security and Smart Sence policies with Williamson County IT personnel (remote)
- Conduct workshops to review Firewall and Smart Sence security settings for Defender and or other O365 security features found in the Microsoft Endpoint Management portal
  - Compare current Intune security policies with CrowdStrike security policies
- Assist with any End-user communications for policy changes
- Test any policy changes in the test environment
- Update Intune policies based on testing and findings once approved via change management

Assumptions

1. As the trusted advisor for performing services delivery for this engagement, the client will assign Presidio the appropriate Microsoft Cloud designation for the workloads inclusive in this statement of work including: Customer Partner of Record (CPOR), Digital Partner of Record (DPOR), FastTrack Ready Partner (FRP) and Partner Admin Link (PAL) status. Presidio requires this linkage to maintain Microsoft partner statuses and reporting for the following benefits to our customers such as: Access to customer funding programs, providing no-cost guidance to customers for specific workloads, access to pre-release information to educate our clients, access to internal Microsoft resources and programs that are beneficial to our customers.
2. The customer acknowledges that Presidio will associate with their customer tenant ID under the Microsoft partner and Microsoft FastTrack programs. As part of this association, Presidio may receive monetary incentives from Microsoft in connection with the service provided.
3. This service request supersedes all prior written or oral agreements, representations and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this agreement must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
4. Modifications in project scope will necessitate a project change request (PCR).
5. This Service Request supersedes any previous scope discussion or agreement including PowerPoint proposals, emails, or verbal communications.
6. Client has read and agrees with all items contained or omitted within this Service Request.

7. Any items or tasks not explicitly listed as in-scope within this Service Request are considered to be outside of the scope and not associated with this Service Request and price.

8. Client's acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the "Project Completion" form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.

9. Work shall be warrantied for 30 days after completion. Product is warrantied per manufacturer warranty policies. Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether or not Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in gathering of such information.

10. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT HEREUNDER.

11. During the term of this Agreement and for one (1) year following the completion of this project, neither party shall (a) solicit, offer to hire, or hire an employee, agent, or contractor of the other party, or (b) assist any third party who wishes to solicit, offer to hire, or hire an employee, agents, or contractor of the Other Party without a prior written consent of the Other Party.

12. Time and Material engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.

13. Hours for Time and Material services are best effort estimates and may require additional hours in order to satisfy the request.

14. For Time and Materials services, it is the Client's responsibility to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.

15. Time and Material Services will be invoiced monthly and will be based on actual hours incurred.

16. For hourly service, a 4-hour daily minimum applies for remote services. An 8-hour daily minimum applies for on-site services.

Client Responsibilities

1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan.

2. Client will designate a single point of contact with authority to act on all aspects of the services provided and to coordinate the activities of internal personnel, Telco, and other circuit providers, and all non-Presidio third-party contractors as applicable.

3. Client resources and site access must be readily and/or continuously available over the engagement period.

4. The Client is responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.

Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Project kickoff (remote)
- Milestone level tracking
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required (remote)
- Project closeout (remote)

Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified:

Site Name	Address	City State ZIP	On-Site / Remote Services
Primary	301 SE Inner Loop Suite 106	Georgetown TX 78626	Remote

Price and Payment Terms

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated. Travel expenses are estimated and include, but are not limited to, mileage, hotels, meals, airfare, rental car, parking fees, taxis, and tolls performed in accordance with the Presidio Advance Travel Policy. Client agrees to make timely payment for services rendered, including partial payments prior to final acceptance. The terms and conditions of the BuyBoard Contract 661-22 shall govern this statement of work.

Services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Senior Software Engineer	80.00	$275.00	0.00	$412.50
Project Manager	13.00	$175.00	0.00	$262.50
			Total	**$24,275.00**

Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

The scope and pricing are valid for 60 days unless otherwise noted.

Authorized Client Signature	**Title**	**Date**
Authorized Presidio Signature	**Title**	**Date**

Terms & Conditions

Prompt Payment Act: Payment for goods and 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 County receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) 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.

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

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 goods actually received.

Right to Audit: Presidio agrees that the County 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 Presidio which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Presidio agrees that the County shall have access during normal working hours to all necessary Presidio facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Presidio reasonable advance notice of intended audits.

Venue and Applicable Law: Venue of this agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 23 2024   Time: 3:56 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 23 2024   Time: 3:40 pm