
**WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
SHI International Corp.
(SOW #25845)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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 SERVICES AND PURCHASE CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **SHI International Corp.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Statement Of Work (SOW) #25845** being marked as **Exhibit “A,”** which is incorporated herein to the extent the SOW meets or exceeds the requirements of County’s solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached SOW being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit “A”, such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of **the date of the last party’s execution below** and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before December 31, 2025. This date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit “A”**. The not-to-exceed amount under this Contract is Eighty-Nine Thousand, Nine Hundred Fifty Dollars (\$89,950.00).

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 contract; (2) the date the performance of the service under the contract 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract 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 Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County’s termination for convenience.

X.

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

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider 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 Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf](#) (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Statement of Work #25845 marked **Exhibit "A,"**;
- B. The cooperative purchasing contract DIR-CPO-4938, incorporated by reference;
- C. Insurance certificates evidencing coverages required herein above and
- D. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____

SHI International Corp.:

DocuSigned by:
Kristina Mann

Authorized Signature

Kristina Mann

Printed Name

Date: 4/9/2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 10 2025 Time: 9:26 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 10 2025 Time: 8:49 am

EXHIBIT "A"
SOW #25845



Active Directory Forest Build
Statement of Work
For TX-County of Williamson

SHI International Corp

SOW # 25845

April 7, 2025

Presented By
Gary Price
Account Executive, SHI
Gary_Price@shi.com

Created By
Thomas Schleich
Solution Architect
Thomas_Schleich@shi.com

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1 Executive Summary

TX-County of Williamson ("Customer") has engaged SHI International Corp ("SHI") to aid in building a new Active Directory Environment ("Services").

2 Project Description

SHI shall provide the following Services to Customer on a time and materials cost basis.

2.1 In Scope

Destination Forest Architecture

- 1 Forest
- 1 Domain
- 2 Sites
 - 1 Physical Domain Controller each
 - 1 Virtual Domain Controller each
- Functional Level 2022

2.1.1 Discover Phase

Active Directory Discovery

The SHI Team will work with the Customer to gather information on the environments and identify any elements that require remediation and develop an overall plan for the migration.

Environment Discovery

- Review the current Active Directory Forest
- Review Domain Controllers (up to 8)
- Perform a Performance Review of Domain Controllers
- Review DFS Sysvol
- Gather inventory report of users, groups, distribution list, computers and servers
- Review network diagram provided by client

Management on each Domain(s)

- Password Policy
- Organizational Units & Trusts
- Review Group Policy Objects (up to 20)
- Assessment Documentation

Additional Dependent Services

- Integrated DNS
- Azure AD Connect (if applicable)

2.1.2 Design Phase

Active Directory Design & Planning

The Design and Planning phase of our engagement is focused on the planning and architecture of the Customer environments to allow for a successful deployment.

- Develop a Design Document based on the findings from the Discovery & Assessment
- Provide an environmental cleanup recommendations
- Review the Design Document with the customer for approval

2.1.3 Build Phase

New Active Directory Environment Build

During the Build phase, the SHI Consultants will build the Messaging & Identity configurations as outlined in the Design Plan.

- Deployment & Configuration of Domain Controllers (up to 4)
- Configuration of Active Directory Sites & Services (up to 2)
- Configuration of Integrated Active Directory DNS
- Default Domain and Default Domain Controller Policy setup
 - Including Default Password Policy
- Build two-way transitive trust with new and source Active Directory forest
- Configure up to 5 administrative accounts in the destination tenant
- Configuration of Active Directory Federation Services
 - Up to 2 Active Directory Federation Servers
 - Up to 2 web application proxies
- Configuration of DHCP
 - Up to 5 scopes with basic DNS & Gateway configurations
- Configuration of a Certificate Authority with a single internal Root CA
- Create Test objects
 - 1 user
 - 1 group
 - 1 computer object

2.2 Deliverables

All documents included in this section will be provided to the Customer.

- Design Document
- Architecture Drawing
- Discovery Inventory Reports

2.3 Project Specific Assumptions

- Review of a single Active Directory forest
- Source AD domain controllers and Active Directory replication both are functional and healthy
- Existing physical locations are already connected with networking in place

2.4 Project Specific Customer Responsibilities

- Customer to furnish network diagram or provide network topology details
- Customer to provide administrative access
- Customer to build required servers & infrastructure based on sizing requirements

2.5 Out of Scope

Any Services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Additionally, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Review of additional Active Directory forests
- Review of additional applications such as Microsoft 365
- Any remediation of findings
- Any implementation of recommendations that are not migration related
- Troubleshooting Desktop and Network connectivity
- End User device support or configuration

- Role Based Access Control
- Resource Access in the source Active Directory forest
- Any migration of groups, users or devices
- 3rd party Identity providers or integrations
- Any Loadbalancing or networking configuration & deployment
- Application Migration to ADFS or new forest
- Configuration of Claims Rules
- Deployment of any SSO Applications
- Integration with any authentication servers
- DHCP Advanced Options configurations
- Configuration of any Certificates beyond the internal Root CA

2.6 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is 8 – 10 months*.

SHI and the Customer will provide the required resources to deliver this project within the estimated duration. SHI and the Customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

**Note that Time and Materials budgets and durations are estimates. The final duration of the Services is affected by the actual time provided by all resources against the budget.*

2.7 Project Management

SHI will provide a Project Manager to work with the Customer to see the engagement through to completion. The SHI Project Manager will cover items such as, but not limited to:

- Determining which project methodologies to leverage in order to achieve the scope on time and within budget as described in this Statement of Work.
- Assembly of the project team based on scope and expertise, establishing roles and responsibilities and then coordinating resources throughout the engagement to ensure tasks are executed appropriately.
- Conducting an internal review in preparation of the Customer kick off to review the project objectives with the delivery resources, create a preliminary plan and solicit input of known risks and / or constraints.
- Conducting a project kick off with the Customer and project team.
- Developing and executing against a project plan which includes all phases of project delivery.
- Establishing a communication plan and strategy which will include but is not limited to: status updates, action items, issues and risks, mitigation plans and budget.
- Acting as the single point of contact for any issues or escalations throughout the engagement.
- Conducting a project close meeting to confirm deliverables were achieved and request project acceptance.

2.8 Resources and Skills

SHI will provide the 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:

Title	Role Description	Involvement
Solutions Architect	Part time resource(s) responsible for all aspects of delivery including but not limited to analysis, design, build, test and migration activities.	Part-time
Project Manager	Part time resource responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer.	Part-time

3 Assumptions

The project scope 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 SOW.

1. Minimum lead time for scheduling Project Kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Customer 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. SHI is not responsible for delays caused by failures, including but not exclusive to systems, personnel, or environmental causes or in receiving data from Customer.
4. Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the engagement.
5. All hardware and/or software and licensing required to perform the above Services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above Services are in working order.
6. 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. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours is considered "overtime" and subject to overtime rates. Overtime Services must be previously agreed upon by both parties, scheduled in advance and will require a change order authorizing such charges.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

4 Customer Responsibilities

Both Customer and SHI are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer will indicate to SHI 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 is responsible for the following:

1. Performing a full working backup prior to the commencement of Services as SHI is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Acting for the Customer in all aspects of the project.
4. Making the necessary administrative usernames and passwords available to the designated SHI resource if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above Services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining 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.
9. Ensuring that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
11. Informing SHI of all access issues and security measures and providing access to all necessary hardware and facilities as required.
12. Having the authority to resolve conflicting requirements.
13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within SHI, if required.

Customer 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:

Title	Role Description	Involvement
Sponsor / Project Manager	Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion.	Part-time
IT Resource(s)	Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities.	Part-time

5 Duties of SHI

SHI shall provide the Services and the SHI Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. SHI will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, SHI shall:
 - a. keep the Customer Project Manager advised of the progress of the project and the status of the Deliverables;
 - b. permit any designated representative of Customer periodically to review the work of SHI personnel performing Services and preparing Deliverables;
 - c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
 - d. keep accurate records of work performed on this Statement of Work, evidence of which SHI shall provide to Customer upon request.

6 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule or price 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.

Under the Change Control Process, a written "Change Request" will be the vehicle for approving 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 requesting party will submit a written Change Request to the other party.

SHI and Customer will review the change request. All parties must sign the approval portion of the change request to authorize the desired changes. Once signed by all parties, the change request will act as an amendment to this SOW.

7 Project Initiation Process

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Customer's Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer's team who will be involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the project kickoff meeting, minutes of the Kickoff meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process will be initiated after the Kickoff meeting.

8 Price and Payment Information

SHI proposes to deliver the Services described previously for the rates set forth below. This is an estimate of the time required to complete the objective. There is no guarantee such objective will be implemented within this timeframe. The Estimated # of Hours allocated in the table below for each resource may be subject to change at any time during the duration of this SOW at SHI’s sole discretion.

Rate Description	Hourly Rate	Estimated # of Hours	Total Estimated Fee
Solution Architect	\$275	280	\$77,000.00
Project Manager	\$185	70	\$12,950.00
Total		350	\$ 89,950.00

The pricing demonstrated in the table above is valid until this document is fully executed or 60 days from 4/7/2025, whichever comes first. Upon becoming fully executed, the pricing shall be honored for the duration of this SOW.

The total cost of this project is not to exceed \$89,950.00, unless otherwise agreed to by both parties via the Change Control Process as described previously.

SHI will invoice for these Services based on hours consumed on a monthly basis or at completion of a project, whichever comes first.

Any additional work that is required outside the scope of this SOW requires written approval by SHI and Customer 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 Customer.

8.1 Travel Expenses

No travel is required for this project.

8.2 Billing Terms

Invoices are processed monthly. 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. Tax will be applied to the address in the “Billing Information” section unless otherwise specified in “Exception” section below.

8.2.1 Exception

No exceptions apply.

8.3 Final Acceptance

At the completion of the work SHI will provide a "Project Acceptance Form" for execution by Customer. Customer's signature on this form signifies the Customer's Final Acceptance of the work, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI. If the Customer does not so accept the Deliverables then Customer shall, within fifteen calendar days after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI for resolution.

If Customer does not return the Project Acceptance Form within fifteen calendar days after the date of its transmittal, Customer shall be deemed to have Final Accepted the Deliverables, and consequently, the remainder of the Services, and SHI will invoice the Customer for the remainder of the price due to SHI.

9 Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the Services agreement DIR Contract No. DIR-CPO-4938 ("Agreement") between TX-County of Williamson and SHI with an Effective Date of 5/26/2022.

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

10 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work 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.

The Contact signing this document has the authority to do so.

TX-County of Williamson		SHI International Corp.	
Name		Name	Jessica Cole
Title		Title	Managing Director, PMO
Signature		Signature	DocuSigned by: <i>Jessica Cole</i> 791659E5A49B473...
Date		Date	4/8/2025
Purchase Order			

11 Billing Information

The location(s) of Services to be provided and billing contact is:

Billing Information
Company Name TX-County of Williamson
Street Address 301 SE Inner Loop, Suite 105
City, State, Zip Code Georgetown, TX 78626-8207
Contact Name and Title TBD
Contact Phone Number and E-mail Address TBD

12 Project Location(s) & Contact Information

Site Information
Work will be delivered remotely