



STATEMENT OF WORK

Project Name:	AD Remediation	Seller Representative:
Customer Name:	WILLIAMSON COUNTY, TX	Liam McNamara
CDW Affiliate:	CDW Government LLC	+1 (703) 262-8156 liammen@cdw.com
Date:	February 16, 2024	Solution Architect: Paul Powell
Drafted By	Paul Davila	

This statement of work ("Statement of Work" or "SOW") is made and entered into on the last date that this SOW is fully executed as set forth below ("SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider," and "Seller,") and WILLIAMSON COUNTY, TX ("Customer," and "Client,").

This SOW is subject to the terms and conditions of the OMNIA Partners Region 4 Education Services Center "ESC" Contract #R210401 held by CDW Government LLC with an effective date of June 1, 2021 (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Customer currently utilizes Microsoft Active Directory Domain Services (AD DS), Microsoft Entra ID (Formerly Known As Azure AD), DUO MFA and Microsoft Active Directory Federated Domain (AD FS) services as their combined identity management solution.

Customer reached out to Seller due to an emergency issue that the customer was having that their Active Directory Domain Controllers were not communicating, and their Active Directory Domain Services environment was not functional. This failure resulted in users being unable to authenticate and utilize various applications and services within their org.

Customer is looking for assistance from an experienced partner to assist with troubleshooting the login issues that they are experiencing related to their Active Directory environment.

The Customer is looking for assistance in completing the following tasks.

Subject to the other provisions of this SOW, Seller will perform the following services:

- Complete installation of Windows (2) PKI servers
- Remediate Active Directory Sysvol corruption
- Validate Domain Controller communications
- Verify TLS 1.2 is enabled
- Determine if TLS 1.0 and TLS 1.1 is necessary

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- Verify if NTLM is necessary
 - Fix and remediate GPO based off of the analysis done with team.

CUSTOMER RESPONSIBILITIES

1. Provide a qualified person at your organization to serve as the primary point of contact (POC) for the engagement.
2. Provide other qualified, knowledgeable personnel who will perform your obligations under this SOW such as making timely decisions necessary to move performance of the services forward, participating in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the services.
3. Provide Seller with any requested and appropriate access to any systems needed to accomplish project goals.
4. Customer will receive (read, review, and digest, and identify challenges with) project documentation and provide feedback and approval with agreed upon and actable timeframes. Up to two (2) revisions of the documentation will be provided under this scope.

PROJECT ASSUMPTIONS

1. Customer will provide Seller with access to any systems needed to gather information related to the project goals.
2. Customer personnel will be available on a timely basis. When reasonably requested by Seller, customer personnel will provide input, review the services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input.
3. All tools the Seller installs or runs will be done so on Customer's hardware and pre-approved by Customer in writing
4. Seller retains all rights to the Seller-developed tools and/or scripts.
5. The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule.

OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Detailed migration plan or project plan
2. Network or system assessment or remediation.
3. In-depth technical data analysis or interpretations
4. Formal Training
5. Step-by-Step Process and/or Build Documentation
6. Implementation and testing of technical solutions
7. Travel outside of the United States

ITEM(S) PROVIDED TO CUSTOMER

- Ad-hoc technical expertise as required and outlined by the customer during weekly status calls.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.

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- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
 - This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. **Kickoff Meeting**
 - Coordinate and facilitate kickoff meeting
 - Review SOW including project objectives, schedule, and logistics
 - Identify and confirm project participants
 - Discuss project prerequisites
 - Create and distribute escalation and contact lists
2. **Project Schedule or Plan**
 - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
 - Monitor project scope and expectations
 - Identify and manage project risks
 - Monitor the status and progress of the project and the quality of items provided
 - Communicate at regular intervals as agreed upon
 - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
 - Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
 - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
 - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
 - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
4. **Change Management**
 - When a change to a project occurs, the Seller's project change control process will be utilized
 - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
5. **Project Closure**
 - Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
 - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a

different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table below).

Services Fees of \$69,880.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 312 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	280	\$63,000.00
Project Manager – Per Hour	\$215.00	32	\$6,880.00
Estimated Totals		312	\$69,880.00

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

Texas Prompt Payment Act Compliance: 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 Customer 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 Customer 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 Customer'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.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations")

Location	Address
Main	301 SE INNER LOOP STE 105, georgetown, TX 78626

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

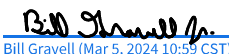
This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

WILLIAMSON COUNTY, TX

Alexander Digitally signed
by Alexander

By:  Date: _____
2024.02.16
Name:  Services Contracts Manager 12:43:55 -06'00'

By: 
Bill Gravell (Mar 5, 2024 10:59 CST) _____
Name: Bill Gravell _____

Title: Services Contract Manager

Title: County Judge

Date: _____

Date: Mar 5, 2024

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.
Vernon Hills, IL 60061

301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207