

September 10, 2014

Statement of Work # 14123211

MICROSOFT SERVER SUPPORT

I. PARTIES:

"Insight"

Insight Public Sector, Inc.
444 Scott Dr.
Bloomington, IL 60108
Attn: David Avila

"Customer"

Webb County
1110 Washington St., Ste. 304
Laredo, TX 78040-4470
Attn: Gus Ornelas

II. ENTIRE AGREEMENT:

This Statement of Work ("SOW") is effective as of the date last signed below ("SOW Effective Date") and subject to the Contract for Microsoft Services, DIR Contract No. DIR-SDD-1962 dated January 15, 2013 (the "Agreement") between Insight Public Sector, Inc. and State of Texas Department of Information Resources ("DIR"). This SOW, including the Agreement and all documents either attached or incorporated by reference, make up the entire agreement with respect to the subject matter in this SOW. Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW.

III. SCOPE OF SERVICES: Insight is pleased to perform the following services ("Services") under the terms and conditions of this Statement of Work (SOW).

A. Service Description:

Scope and Approach

Insight will perform the following Services:

- Provide installation/upgrade of MS Exchange, and project management
 - Configure two Exchange servers and related redundancy
 - Backup and restore of the Exchange database and mailboxes
- Perform AD health check and resolve issues
 - Health check on DNS
 - Health check on AD replication
 - Schema & Domain pre-requisites are met
 - AD Level must be 2003 Native minimum
- Perform Existing Exchange health check and updates
 - Health check existing exchange settings
 - Install updates and service packs required for Exchange 2013 Co-Exist
- Create virtual machines and install Windows 2012
 - Windows updates
 - Exchange pre-requisites
 - IIS Base configurations
- Install Exchange 2013 and updates
 - Exchange 2013 SP1
- Create load balancing for client access
- Create DAG for database availability
- Migrate Mailboxes

- Move settings to 2013
 - Migrate mailbox policies to 2013
- Teardown 2007 / 2010 environment
 - Remove all 2007 / 2010 Exchange server roles
 - Clean up AD from old 2007 / 2010 Exchange servers
- Best practices check
 - Run best practices analyzer and resolve any errors found
- Configure Outlook Web Access
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Location

The Services will be performed at the following Customer location(s):

- 1110 Washington St., Ste. 304, Laredo, TX 78040-4470

B. Project Management: Insight will provide the following project management and technical direction:

- Be the primary point of contact to Client on all project issues, needs and concerns
- Conduct an initial kickoff meeting to review scope, set expectations, and perform other pre-planning activities prior to the start of the project
- Complete change-request documentation as required
- Manage Client expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with Client and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with Client's designated project representative
- Prepare written status reports for Client at mutually agreed-upon intervals

C. Insight's Responsibilities: Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, materials, and/or tools to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Customer under this SOW.

D. Customer's Responsibilities: The estimated duration and associated fees presented in this SOW are based on the following Customer Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Customer is responsible for the following:

- Client will be responsible for providing adequate and secure onsite storage for all deliveries.
- Client will be responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
- Customer will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Developed Work upon notification of completion by Insight.

- If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
- Customer will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc. as applicable) required at each field location to complete the project. Access to Customer systems will be provided to Insight via either onsite direct access or remote/VPN access. If Customer does not allow remote/VPN access to Customer systems and remote work is necessary, then Customer will make local resources available to be utilized by Insight to accommodate for this lack of access. If Customer cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and others costs may be incurred and due to Insight by Customer.
- Customer will provide the necessary hardware, software, tools and permits required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
- Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
- Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
- If applicable, Customer will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
- Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Customer's information, documentation and technology, necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Customer's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer. "Customer Technology" shall mean any intellectual property owned by Customer that will be used by Insight in performing the Services under this SOW.
- Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder and except as otherwise permitted by this SOW or applicable Texas law. Nothing herein transfers to Customer any title to or ownership rights in any such information; and, upon written request of Insight, Customer shall promptly return or delete any such information which it has in its possession.

E. Deliverables:

Deliverables, if any, will be agreed upon by both Parties in writing.

F. Resource Team:

Project Sponsor, Webb County – Gus Ornelas
Services Account Executive, Insight – Adam Clark
Account Executive, Insight – Michael Thamontri
Services Director, Insight – John Brooks
Services Manager, Insight – David Avila
SOW Prepared by, Insight – Aimee Davis

G. Change Request Procedure: If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either Party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each Party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both Parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both Parties. If either Party rejects a request for a change in scope or if the Parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

IV. SCHEDULE: The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from the date of SOW signature may be required for scheduling purposes.

A. Estimated Duration: The Project's duration will be approximately 2 weeks.

V. PRICING/INVOICING:

A. Flat Project Price: As consideration to Insight for performance of the Services, Customer shall pay Insight the flat project price of \$11,600.00. The total amount paid to Insight will not exceed the total fixed price without the prior written approval of Customer. Customer will not reimburse Insight for travel expenses, if any are required. Customer will reimburse Insight for any taxes incurred. If Customer believes they are tax-exempt and/or the services provided are not subject to any taxes, Customer will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

1. Pricing Notes:

- a. Pricing is valid for 30 days from the date of this SOW.
- b. Flat Project Price is based upon Customer providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.

- c. Customer acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Customer cancels this engagement less than ten (10) business days, but more than three (3) business days prior to the start date of this engagement, Customer shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or \$2,500, whichever is less. If Customer cancels this engagement less than three (3) business days prior to the start date of this engagement, Customer shall pay Insight all fees due for this engagement as if it had been fully performed or \$12,500, whichever is less. Such cancellation shall be in writing and shall be effective when received by Insight.
- d. If an Insight engineer arrives on site per an agreed upon schedule and is unable to start or complete the project due to any Customer, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
- e. This statement of work assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
- f. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities. Customer will compensate Insight for any out-of-scope work requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

B. Invoicing:

Insight will invoice Customer monthly for Services performed based upon a percentage completed that month, plus any taxes incurred (if applicable). Customer will pay each invoice within 30 days from the date the Customer receives the invoice, per Texas Government Code, chapter 2251.

VI. SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS:

- A. Project Kickoff:** A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).
- B. Business Hours:** Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.
- C. Project Specific Assumptions:** The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.
 - 1. Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Customer-owned product and material during any phase of the project/program.
 - 2. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
 - 3. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Insight in writing. Insight will schedule resources upon receipt and acceptance of a fully executed SOW and a Purchase Order (to the extent required) from Customer. Insight will use commercially reasonable efforts to take into account Customer's schedule, but in all events the performance of the Services is subject to the availability of Insight personnel and resources, as determined by Insight. Any cancellations or changes in a project schedule that are requested by Customer and that do not proximately result from an

act or omission by Insight will be subject to a charge of 4 hours billed at the rate of \$145.00 per hour.

4. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
 5. Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Customer, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a change request for additional services.
 6. Each Party agrees that personnel will 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 a service request if the request falls outside their scope of experience and expertise.
 7. This engagement does not include:
 - a. Electrical or cabling services
 - b. Formal user training
 8. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Customer.
- D. Constraints:** Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.
- E. Reference:** Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Customer.
- F. Case Study:** Upon successful completion of the engagement, Insight may ask Customer to serve as an account case study for Insight. If Customer agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Customer), in conjunction with Customer's name.

BY SIGNING BELOW, THE UNDERSIGNED AGREE THEY ARE BOUND BY THE TERMS OF THIS SOW AND THE AGREEMENT.

INSIGHT

CUSTOMER

By: _____
Authorized Representative
Print Name: _____
Title: _____
Date: _____

By: _____
Authorized Representative
Print Name: _____
Title: _____
Date: _____

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (CUSTOMER TO SELECT ONE OPTION BELOW):

- Mail Invoice** - Hard copy invoice will be mailed to:
 Company Full Name: _____
 Address: _____
 Attention: Accounts Payable or: _____
 Accounts Payable Contact: _____
 Phone: _____
- Email Invoice** - Invoice copy will be sent electronically via e-mail to:

2. PO Process (CUSTOMER TO SELECT ONE OPTION BELOW):

- Customer issues system-generated POs or internal reference numbers for service engagements.

 Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW.
 Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____
PO Release Number (if applicable): _____
Internal Billing Reference Number/Name: _____
- Customer does NOT issue system-generated PO for service engagements.

 Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.



CHANGE REQUEST FORM		
CHANGE REQUEST # [INSERT CHANGE REQUEST #]		
Customer	Original Project Name	Original SOW #:
Insight Services Manager	Customer Project Sponsor	Request Date
Purchase Order to Apply to Changes: PO # _____		
<u>Change Request Summary</u>		
Original Scope Task		
Reason for Change		
Description of Change		
Project Schedule		
Project Pricing		
Deliverables		
<u>Signatures</u>		
Insight Authorized Signer:		Date
Print Name:	Title:	
Customer Authorized Signer:		Date
Print Name:	Title:	