



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
TDA16-047**

**1. Agenda Item Number:**  
**40**  
**2. Council Meeting Date:**  
January 28, 2016

**TO: MAYOR & COUNCIL**  
**THROUGH: CITY MANAGER**

**3. Date Prepared:** December 9, 2015  
**4. Requesting Department:** City Manager/  
Transportation & Development

**5. SUBJECT:** Statement of Work for a Capital Improvement Program (CIP) Portal

**6. RECOMMENDATION:** Staff recommends City Council approve the Statement of Work for a CIP Portal, utilizing Master Services Agreement (MSA) No. 3437, with Neudesic, in the amount of \$455,400.

**7. BACKGROUND/DISCUSSION:** The Capital Projects Division staff in the Transportation & Development Department provide contract and project management support for the City's ten year \$1.1 billion dollar Capital Improvements Program (CIP). This division is in need of a computerized project management system.

Several project management systems have been utilized in the past. These other systems were inadequate because they were incompatible with the City's operating system, they became antiquated, and/or they were unable to provide minimum functionality to manage projects. In late 2014, the City engaged with Neudesic to validate and complete initial discovery and design of the CIP Project Management Solution. After performing a detailed analysis, Neudesic proposed utilizing Microsoft SharePoint off-the-shelf software as the basis for custom workflows to advance the development of the City's structured CIP business process. The collaborative and organized manner in which SharePoint secures, stores, and allows access to information will assist in the tracking of project schedules, budgets, and documents.

Neudesic proposed four (4) project phases that provide incremental functionality with each implemented phase. The scope of work for Phase 1 and Phase 2 is to create the CIP Portal. Phase 1 consists of developing the Core Portal, where all projects will have high-level reports within a system dashboard that will display the status of each project's life-cycle. Phase 2 will leverage contract fee schedules for streamlined and automated payments to consultants and contractors. Also included in the scope of work is onsite support during deployment, ongoing "help desk" support and maintenance of the system. Initially, Phase 1 was included in the FY 2015-16 Information Technology Oversight Committee Capital Improvement Program budget, but upon further review it was determined that Phase 2 was also needed immediately to provide the best benefit to the City. Phases 3 and 4 along with ongoing support and maintenance costs will be requested in a future budget.

**8. EVALUATION:** On August 11, 2014, the City Manager approved MSA No. 3437 with Neudesic. The MSA serves as the governing document for the City's requirements for various information technology consulting and professional services from Neudesic. The MSA contains the terms, conditions and pricing under which individual engagements will be performed. When a need arises, staff and the consultant agree upon a Statement of Work to be performed under the MSA. Statements of Work whose value exceeds Council approval thresholds are brought forward for approval.

Under the attached Statement of Work, Neudesic will provide the services associated with the creation and implementation of the CIP portal for the Capital Projects Division. The cost of the project has been evaluated by staff and determined to be reasonable.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$252,532 Phase 1  
 \$140,148 Phase 2  
 \$ 62,720 Support and Maintenance through June 30, 2016  
 \$455,400

Savings: N/A

Long Term Costs: \$129,150 On-going Support and Maintenance for all four project phases (will be requested as part of the FY 16/17 Operating Budget)

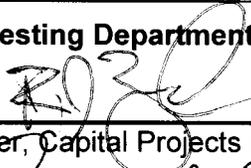
<u>Acct. No.:</u>	<u>Fund:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
401.1285.5219.0.6IC086	General Gov't Capital Projects	ITOC - CIP Project Management	Yes	\$241,183
401.3310.5219.0.6ST713	General Gov't Capital Projects	SharePoint Project Management Tool	Yes	\$214,217

**10. PROPOSED MOTION:** Move City Council approve the Statement of Work for a CIP Portal, utilizing MSA No. 3437, with Neudesic, in the amount of \$455,400.

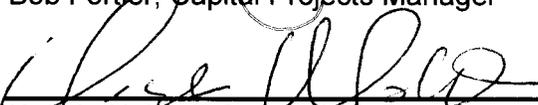
**ATTACHMENTS:** Statement of Work

**APPROVALS**

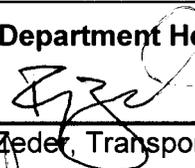
**11. Requesting Department**

*FOR*  


Bob Fortier, Capital Projects Manager

  
 Kerstin Nold, IT Services Manager

**13. Department Head**



RJ Zeder, Transportation & Development Director

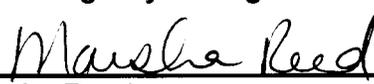
  
 Steven Philbrick, Chief Information Officer

**12. Procurement Officer**



Carolee Stees, CPPB

**14. Acting City Manager**



Marsha Reed



STATEMENT OF WORK  
CIP PORTAL  
CITY OF CHANDLER  
#COC0202015SP

Howard Dinet, Enterprise Client Executive  
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O: (602) 604-4070 M: (602) 430-9633  
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## AUEXECUTIVE SUMMARY

City of Chandler ("Client") has engaged Neudesic to provide consulting services to Client's internal Information Technology team. The terms of such engagement are captured in this Statement of Work ("SOW").

## SCOPE OF WORK

Neudesic will assign the resources below to Client for the number of hours indicated. While performing the consulting services for Client, the resources shall use information obtained during Discovery for reference and for the development of the CIP Portal as defined in the CIP Project Management SharePoint System Proposal document (attached). Any scope changes from Client must be logged for approval prior to development. For the Purpose of this Statement of Work Neudesic will use their best efforts to complete Phases 1 & 2 as defined.

## DELIVERABLES

The core deliverable of this effort is a CIP (Capital Improvements Projects) Portal to provide visibility of project statuses to City Management. Key features of the Portal include (and are specifically defined in the attached CIP Project Management SharePoint System Proposal document):

- Portal (Phase 1)
  - Ability to define projects
  - Ability to closeout projects
  - Project status dashboards
  - Track work assignments/tasks (Internal users)
  - Document management for projects
- Daily/Status Reports (Phase 2)
  - Project Execution status (project status reports, task management, automated document management)
  - Payment Applications status (payment application, review, approval and payments processed)
  - Daily Report
  - Quantity Report
  - Track work assignments/tasks (External users)
  - On-site support for two weeks after Phase 1 & 2 production release

**COSTS**

This SOW shall be performed at the below stated hourly rates, on a Time and Materials basis. Core Neudesic resources are required to be onsite, some resources may work remotely, no subcontractors shall be used, and no travel costs shall be incurred by Client. The amounts below cannot be exceeded without written approval for the City of Chandler.

**Phase 1 – Core Portal Implementation (Estimated)**

Resource	Rate	Hours	Total Cost
Engagement Management	\$ 196	288	\$ 56,448
Technical Architecture	\$ 217	156	\$ 33,852
Senior Developer	\$ 191	360	\$ 68,760
Consultant Developer	\$ 185	320	\$ 59,200
User Experience	\$ 164	168	\$ 27,552
Quality Assurance	\$ 42	160	\$ 6,720
			<b>\$ 252,532</b>

**Phase 2 - Daily/Status Reports (Estimated)**

Resource	Rate	Hours	Total Cost
Engagement Management	\$ 196	192	\$ 37,632
Technical Architecture	\$ 217	92	\$ 19,964
Senior Developer	\$ 191	240	\$ 45,840
Onsite Post Production Support (Consultant Developer)	\$ 185	80	\$ 14,800
User Experience	\$ 164	68	\$ 11,152
Quality Assurance	\$ 42	100	\$ 4,200
Training	\$164	40	\$6,560
			<b>\$140,148</b>
Total Amount Phase 1 & 2			<b>\$392,680</b>
Pre-bill 20% Due upon Receipt			<b>\$78,532</b>
Total Amount			

**ASSUMPTIONS**

- Neudesic works in sprints, each sprint duration will last two weeks and will deliver the functionality agreed to at the beginning of the sprint. At the end of each two-week sprint the clients Product Owner will review deliverables to confirm they meet the conditions of acceptance agreed to at the beginning of the sprint. After satisfactory review, invoices covering sprints, will be approved by Client for payment on a monthly basis.
- The product backlog of stories is a detailed analysis document, which outlines every requirement for this CIP Project Management SharePoint System.
- Neudesic will build and maintain product backlog of stories (requirements) and document Client's conditions of acceptance to drive the development sprints. Neudesic will coordinate with Client's two key staff members

PRODUCT SERVICES, AND CLIENT'S PROJECT HOSTS, in performance and oversight of the project to ensure timeliness and consistency of decisions made by the group. Client's two key staff members will provide input to the product backlog of stories, prioritize product backlog of stories, and participate in sprint demonstrations.

- Client's two key staff members will provide acceptance of sprint stories based on Client's stated conditions of acceptance including the opportunity to reject any work product within the time period designated as the acceptance period.
- Client will work with a 3<sup>rd</sup> party vendor (Project Hosts) and Neudesic to ensure the necessary hardware configuration and setup is appropriately developed to support the application including ensuring adequate SharePoint licensing is obtained. Client's IT organization will work with 3<sup>rd</sup> party vendor to ensure hardware is operational and appropriate licensing is available prior to project start and will provide timely support for application authentication/security changes as required. The City reserves the right to change the 3<sup>rd</sup> party vendor and or provide the hosting service.
- Client will respond to clarifying questions, reviews and approvals within a time-boxed period or with timeliness.
- Neudesic will use a modified Scrum project management methodology in order to work with Client who is more familiar with a Waterfall methodology. A modified Scrum methodology consists of clarification of Agile terminology, framework, Sprint duration of two weeks.
- Neudesic is staffing the project to run contiguously through phases 1 and 2; except for the training activities, which will be handled separately. Training will be scheduled and coordinated with Neudesic and Client's availability.
- Neudesic resources shall clearly identify to Client when a decision may impact cost. Support services will be coordinated by the Client and requires the cooperation of 3<sup>rd</sup> party vendor and Neudesic to ensure timely delivery of Tiered support to the Client.
- Application Support Services shall be provided to Client by Neudesic's Managed Services team and will be detailed in a separate Application Support Services SOW.
- Neudesic's Application Support Services will commence once phases 1 and 2 of the CIP Project Management SharePoint System reaches "Go-Live" status.

## CONTACT INFORMATION

CITY OF CHANDLER

### Project Lead:

Contact Name: Janine M. Blake

Title: IT Principal Service Delivery Analyst / Information Technology Division

Telephone Number: (480) 782-2487

Email address: Janine.Blake@chandleraz.gov

### Billing Contact: Janine M. Blake

Contact Name: IT Principal Service Delivery Analyst / Information Technology Division

Telephone Number: (480) 782-2487

Email address: Janine.Blake@chandleraz.gov

**Invoices will be emailed to: See above**

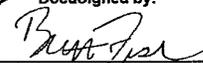
## APPROVALS

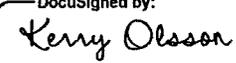
This SOW is governed by the Master Services Agreement between Client and Neudesic dated August 7, 2014.

City of Chandler

X \_\_\_\_\_ Date \_\_\_\_\_  
Jay Tibshraeny / Mayor of Chandler

NEUDESIC

DocuSigned by: December 2, 2015 | 11:15 CT  
X  \_\_\_\_\_ Date \_\_\_\_\_  
716AFCBF13B5415F  
Brett Fisher / VP of Client Partner

DocuSigned by: December 2, 2015 | 08:52 PT  
X  \_\_\_\_\_ Date \_\_\_\_\_  
9DABBC185F5612C  
Kerry Olsson / Client Partner

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY 



STATEMENT OF WORK  
**SHAREPOINT INSTALL**  
CITY OF CHANDLER  
#COC11082015

Howard Dinet, Enterprise Client Executive  
[howard.dinet@neudesic.com](mailto:howard.dinet@neudesic.com)  
W: (602) 604-4070  
[www.neudesic.com](http://www.neudesic.com)

## EXECUTIVE SUMMARY

City of Chandler ("Client") has engaged Neudesic to install and configure a SharePoint farm within client's on premise environment. The terms of such engagement are captured in this Statement of Work ("SOW").

## SCOPE OF WORK

Neudesic will install and configure a production and non-production SharePoint farm on (4) SharePoint servers and (2) SQL Servers and (2) OWA Servers within client's on premise environment. SharePoint servers will be setup as a batch server that contains both the web and applications roles for SharePoint. SQL Servers will be setup as either a failover cluster or Always on configuration that will allow SharePoint to continue functioning in the event of a single server failure. Additional services such as Search Service application, Profile Service Application along with any others may require changes to the build of the SharePoint service.

SharePoint 2013 Features configured:

- SharePoint APP management service
- SharePoint APP deployment for SharePoint Hosted APPS
- SharePoint BCS service
- SharePoint Workflow 2010
- Workflow Manager
- Search Service
- Secure Store Service
- Managed Metadata Service

SharePoint 2013 SP1 installed.

SharePoint 2013 SP1 patched to latest Cumulative Update (CU).

Office Web Apps installed and connected to SharePoint 2013.

Office Web Apps 2013 SP1 installed.

SQL 2012 installed in failover or always on configuration.

## PROJECT ASSUMPTIONS

The Scope of Work and cost estimates for this engagement are based on a series of assumptions, as follows. In any of these assumptions prove to be incorrect, the Estimated Costs of this engagement may be affected and warrant a Change Order.

1. Prior to the project start, Client is responsible for obtaining any licenses or hardware necessary for successful execution of the project.
2. Project pre-requisites that must be completed prior to project start include:
  - a. Establish a Neudesic remote connection into client's environment
3. SQL services has a known issue with a Double hop authentications and Kerberos is a requirement for some advanced features of SharePoint Business Intelligence. Configuration of the Kerberos authentication is not in scope of this SOW.
4. Accounts will be required to act as service accounts within the SharePoint environment. Client will be responsible for providing the accounts and credentials.
5. Neudesic's installation and configuration will occur on the Client's environment which is assumed to be the following:
  - a. Production
    - i. 2 SharePoint Servers
    - ii. 1 OWA Server
    - iii. 1 SQL Server
  - b. Non-Production
    - i. 2 SharePoint Servers
    - ii. 1 OWA Server
    - iii. 1 SQL Server

## ESTIMATED COSTS

Work will be performed by Neudesic on a time and materials basis and Client will be charged for actual hours worked per the rate table below. The estimates provided in this section are provided for budgetary planning purposes only and are based on information known as of the date of this SOW. As a result, in no way do the estimates below represent a fixed fee, or cost cap for the deliverables noted herein.

<u>Technical Resource</u>	<u>Estimated Hours</u>	<u>Std. Hourly Rate</u>	<u>Rate w/20% pre-bill</u>	<u>Cost</u>
Neudesic Managed Services Sr. Consultant	28	\$195.00	\$ 185.00	\$5,180
<b>Total</b>				<b>\$5,180</b>
<i>Pre-bill (20%) -- Due Upon Receipt</i>				<i>\$1,036</i>

**CONTACT INFORMATION**

**COMPANY NAME**

**Project Lead:**

Contact name: Janine Blake  
Title: IT Principal Service Delivery Analyst  
Office: 480-782-2487  
Cell: none  
Email address: Janine.Blake@chandleraz.gov

**Billing Contact:**

Contact Name: Janine Blake  
Phone: 480-782-2487  
Email address: Janine.Blake@chandleraz.gov

**Invoices will be emailed to:**

**APPROVALS**

Client hereby orders and Neudesic, LLC agrees to provide the Services described in this Statement of Work ("SOW"). The services are provided pursuant to the terms and conditions of this SOW and shall be governed by the Master Services Agreement ("MSA") dated August 7, 2014.

CLIENT

X \_\_\_\_\_ Date \_\_\_\_\_  
Jay Tibshraeny / Mayor of Chandler

NEUBESIC, LLC  
Digitally signed by:  
*Pete Orologas*  
X \_\_\_\_\_  
Pete Orologas, CIO

December 4, 2015 |

Date \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
CITY ATTORNEY *KT*

## Third Party Connection Agreement – Attachment 3 - Connection Requirements

### ATTACHMENT 3

### City of Chandler

### CONNECTION INFORMATION REQUIREMENTS DOCUMENT

In accordance with the City of Chandler Network Connection Policy, all requests for Third Party Network Connections must be accompanied by this completed Information Requirements Document prior notice to proceed is issued. The City of Chandler IT Staff, Project Management or Procurement staff with the consultation of the third party requesting the Network Connection should complete this document.

#### A. Contact Information

<b>Requester Information - Chandler</b>	<b>Requester Information - Neudesic</b>
Name:	Name: Shameer Sangha
Department:	Department: Neudesic Managed Services
Department Number:	Department Number: NA
Manager's Name:	Manager's Name: Pete Orologas
Director's Name:	Director's Name: NA
Phone Number:	Phone Number: 949-789-2655
Email Address:	Email Address: Shameer.Sangha@neudesic.com
<b>Technical Contact Information</b>	<b>Technical Contact Information</b>
Name:	Name: Eric Stoltze
Department:	Department: Neudesic Managed Services
Manager's Name:	Manager's Name: Pete Orologas
Director's Name:	Director's Name: NA
Phone Number:	Phone Number: 602-419-2316
Mobile Number:	Mobile Number: 480-241-0049
Email Address:	Email Address: Eric.Stoltze@neudesic.com
<b>Back-up Point of Contact:</b>	<b>Back-up Point of Contact:</b>
Name:	Name: Robert Dodeward
Department:	Department: Neudesic Managed Services
Manager's Name:	Manager's Name: Pete Orologas
Director's Name:	Director's Name: NA
Phone Number:	Phone Number: 949-754-5240
Mobile Number:	Mobile Number: 714-709-9775
Email Address:	Email Address: Robert.Dodeward@neudesic.com

#### B. Problem Statement/Purpose of Connection

1. What is the desired end result? Access to provide Remote Monitoring and Application Support Services for SharePoint Application and Infrastructure.
2. Company must include a statement about the business needs of the proposed connection. NMS has been contracted by the City of Chandler to provide Remote Monitoring (24 hours a day / 7 days a week) of City of Chandler's SharePoint Infrastructure as well as Application Support services (10 hours a day / Monday-Friday)

#### C. Scope of Needs (In some cases, the scope of needs may be jointly determined by the supporting organization and the Third Party.)

1. What services are needed? (See Section D. of Network Connection Policy)
2. What are the privacy requirements (i.e. do you need encryption)? Yes

## Third Party Connection Agreement – Attachment 3 - Connection Requirements

3. What are the bandwidth needs? RDP access, System access
4. How long is the connection needed? Persistent
5. What are future requirements, if any? Unknown

### **D. Third Party Information**

1. Third Party Name
2. Management contact (Name, Phone number, Email address)
3. Location (address) of termination point of the Network Connection (including building number, floor and room number)
4. Main phone number
5. Local Technical Support Hours (7X24, etc).
6. Escalation List
7. Host/domain names of the Third Party
8. Names (Email addresses, phone numbers) of all employees of the Third Party who will use this access. If not appropriate to list the names of all employees then provide a count of the number of employees who will be using the connection.

### **E. What type of work will be done over the Network Connection?**

1. Which systems will be touched and affected by this engagement? (List ALL) Production; SharePoint Server, OWA Server, SQL Server and Non-Production; SharePoint Server, OWA Server, SQL Server
2. What applications will be used? RDP, SharePoint, SQL management,
3. What type of data transfers will be done?
4. How many files are involved? Unknown
5. What are the estimated hours of use each week? Setup for 24x7 support
6. What are peak hours? 9AM-5PM

### **F. Are there any known issues such as special services that are required? Unknown**

### **G. What type of connections is required? (e.g. City owned PC, Contractor's Laptop, VPN, WebEx) VPN**

### **H. Are there any unknown issues at this point, such as what internal City of Chandler services are needed? IT support**

### **I. Is a backup connection needed? (e.g., are there any critical business needs associated with this connection?) unknown**

### **J. What is the requested installation date? (Minimum lead-time is 60 days) January –February**

Third Party Connection Agreement – Attachment 3 - Connection Requirements

- K. What is the approximate duration of the Third Party Network Connection? 365 days**
- L. Has a Non-Disclosure Agreement been sign with the Third Party or the appropriate employees of the Third Party? Yes**
- M. Are there any existing Network Connections at City of Chandler with this company? No**
- N. Additional Information Pertinent onsite or offsite connections; None**



## Application Support Services

### Neudesic Managed Services

**Client Name and Address:**

City of Chandler  
175 S. Arizona Avenue  
Chandler, AZ 85225

(hereinafter "Client", "you", "your")

**Customer Number:**

N/A

**Customer Reference Data:**

N/A

**Neudesic:**

Neudesic Managed Services  
8105 Irvine Center Drive  
Irvine, CA 92618

**Service Order Number:**

08-26-2015-1

**Date Prepared:**

08-26-2015

**TERMS OF SERVICE:**

Hereinafter Neudesic Managed Services will be referred to as "NMS". Client hereby orders and Neudesic, LLC agrees to provide the Services described in this Statement of Work ("SOW"). The services are provided pursuant to the terms and conditions of this SOW and shall be governed by the Master Services Agreement ("MSA") dated August 7, 2014.

**Customer Signature**

*Signature*

*Print Name*

*Title*

*Date*

**NMS Signature**

*Pete Orologas*  
D08B2CFF1D0D4EF...

*Signature*

**Pete Orologas**

*Print Name*

**CIO/Director of NMS**

*Title*

December 8, 2015 | 14:38 PT

*Date*

**APPROVED AS TO FORM**

*RB*

**CITY ATTORNEY**

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## 1.0 Introduction

This SOW, effective as of February 1, 2016 (the "Effective Date"), is entered into by and between City of Chandler, with its office located at 175 S. Arizona Ave, Chandler, AZ 85225 and Neudesic Managed Services ("NMS") of Neudesic LLC corporation with its headquarters located at 100 Spectrum Center Drive, Suite 1200, Irvine, California 92618.

## 2.0 Definitions

As used in this Statement of Work:

- (a) "SOW" shall refer to this Statement of Work
- (b) "Effective Date" shall refer to February 1, 2016
- (c) "NMS" shall have the meaning Neudesic Managed Services
- (d) "Client" shall refer to City of Chandler
- (e) "Party" shall refer to either NMS or Client, as appropriate
- (f) "Parties" shall refer to NMS and Client
- (g) "Your Service Liaisons" shall refer to persons designated by each of the client business units to whom communication will be addressed and who will have the authority to act on Client's behalf in all matters regarding this service.
- (h) "Change Order" shall refer to the contractual document created to implement any changes to this SOW
- (i) "SLA" shall have the meaning Service Level Agreement
- (j) "Agreed Upon" shall mean a documented agreement between both Parties
- (k) "Incident" shall refer to a Bug Fix or Enhancement
- (l) "Bug Fix" shall mean bringing an application back to its original agreed upon functionality before the Incident arose
- (m) "Enhancement" shall mean any change to an application that involves functionality not within the current production release, even if the new functionality would seem to be an improvement over the old one.

## 3.0 Scope of Work

The client has engaged NMS to provide the following:

(a) Remote Monitoring Services - SharePoint Infrastructure – Remote Monitoring 24 hours a day / Monday through Sunday.

(b) Application Support Services - SharePoint application support 10 hours a day, Monday through Friday from the hours of 8:00am – 6:00pm, local Arizona time\*. This agreement estimates 2 weeks of onboarding work to perform the proper knowledge acquisition for the NMS support team. The nature of this support encompasses the maintenance and administration of the client's 2013 SharePoint application within the production environment with tier level Incident management driven by service level agreements.

\*It is understood on occasion deployments may happen off hours and NMS will support within this agreement.

\* Enhancements and new features will be out of scope for this SOW.

### 3.1 Prerequisites for the Service

Before NMS can start providing the Service, certain prerequisites must be met. The client is responsible for ensuring the prerequisites have been met, and will need to confirm that the prerequisites are met prior to the start of this engagement.

The prerequisites include the following:

- a) Client will be responsible for providing the proper access for Neudesic.
- b) Any applicable accounts required for NMS

### 3.2 Client General Responsibilities

NMS's performance is dependent upon the management and fulfillment of the Client's responsibilities, at no charge to NMS. Any delay in performance of your responsibilities may result in additional charges and/or delay of the completion of the Service. Any changes to Services or additional charges will be handled in accordance within a change order. The client will:

- a) Make appropriate personnel available to assist NMS in the performance of its responsibilities;
- b) Ensure that current maintenance and license agreements are in place with applicable vendors for those products and services upon which NMS is relying to provide the Service described herein;
- c) Prior to making facilities, software, hardware, networks or other similar resources available to NMS, promptly obtain any licenses or approvals necessary for NMS to use, access and modify such resources to the extent necessary for NMS to perform the Service, including the development of any Materials. NMS will be relieved of its obligations to the extent your failure to promptly obtain such licenses or approvals adversely affect NMS's ability to perform its obligations. If a third party asserts a claim against NMS as a result of your failure to promptly obtain these licenses or approvals, you agree to reimburse NMS for any costs and damages that Neudesic may reasonably incur in connection with such claim;
- d) Provide all necessary connections and access to NMS for the client's supported application in which NMS will be providing these services
- e) Be responsible for the content of SharePoint, the selection and implementation of controls on its access and use, and perform standard security procedures for the stored data.
- f) Be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect your existing systems, programs, or data to which NMS will have access during the Service. It is your responsibility to ensure the systems, programs, and data meet the requirements of those laws, regulations and statutes.

## 4.0 Managed Services

The NMS Application Support services for this specific engagement are provided in the following two phases:

- a. Phase One – Onboarding Services includes a series of tasks with the objective of introducing the NMS support structure into the client environment, enabling NMS resources access into the client environment and the knowledge acquisition of the application and processes to the NMS resources supporting the application.
- b. Phase Two – Steady State Services includes remote monitoring services and application support services.

### 4.1 Onboarding Services

#### 4.1.1 NMS Onboarding

The purpose of this activity is for NMS to: (1) Perform installation of the remote monitoring software, (2) Perform knowledge acquisition of the application through existing documentation and hands-on training workshops and (3) establish a framework for communication, reporting, procedural and contractual activities. The RACI matrix can be found in [Appendix A](#).

#### 4.1.2 NMS Global Delivery Manager Responsibilities

This resource will perform (but not limited) to the following:

- a) Develop transition plan for NMS support. NMS will engage Client business units to integrate NMS support processes to assure synchronization for the business.
- b) Perform knowledge acquisition workshops and training sessions
  - a. Application (technical and operational knowledge)
  - b. Business Process
  - c. Support Processes
- c) Integrate governance model with Neudesic team and Client
- d) Act as an advocate and escalation point for NMS
- e) Act as a contact point for your service liaison

#### 4.1.3 Client Program Manager Responsibilities

Prior to the start of the Service, you will designate a person ("your Point of Contact"), to whom all communications relative to the Phase One – Onboarding Services will be addressed and who will have the authority to act on your behalf in all matters regarding this phase of the Service. During the Phase One – Onboarding Services, your Point of Contact will:

- a) serve as the interface between the NMS team and all of your departments, organizations and locations participating in the Service;
- b) make appropriate personnel available to assist NMS in the performance of its responsibilities;
- c) be responsible for providing responses to requests for information, data, consents, decisions and approvals within two business days, as required by NMS to perform the Service, unless you and NMS agree to a different response time;
- d) coordinate, manage, and be responsible for the activities of your personnel;

- e) communicate to the NMS team any changes that may materially affect NMS’s provision of the Service;
- f) coordinate resolution of issues raised by the NMS Team and, as necessary, escalate such issues within your organization;
- g) ensure that tasks assigned to personnel within your organization will be completed according to the timetable in the Onboarding Plan;
- h) coordinate reviews, evaluations, and the acceptance process for deliverable Materials through your organization and communicate results in a timely manner.

## 4.2 Steady State Services

### 4.2.1 Remote Monitoring Services

The purpose of these activities is to provide remote monitoring of the SharePoint infrastructure 24 hours day, Monday through Sunday. The specific servers to be monitored are listed in Section 6.1 Exhibit 1. The RACI matrix can be found in Appendix A

#### 4.2.1.1 Monitoring Specifications

##### 4.2.1.1.1 WEB FRONT END, APPLICATION SERVER MONITORING

The following chart details the monitoring specification for the noted server types:

Item Description
Logs
Provide pro-active monitoring: log sizes, age, CPU and disk space consumptions
Implement alerts when errors and warnings occur
Check application logs
Monitor system logs
Services
Confirm availability of services, including Critical Services
Availability
Maintain consistent URL monitoring
Performance
Enable Internet Information Services (IIS) monitoring: verification of services and functionality

4.2.1.1.2 SQL SERVER MONITORING

The following chart details the monitoring specification for the noted server types:

Item Description
<b>Logs</b>
Provide pro-active monitoring: instance availability, server CPU, server I/O, backup status, workspace memory
Implement alerts when errors and warnings occur
Check application logs
Monitor system logs
<b>Services</b>
Confirm availability of core SQL services
Verify SQL agent service state and SQL server service state
Certify auxiliary services are running
<b>Performance</b>
Buffer cache hit ratio
SQL compilations per second
# of connections
Database pages per second
Deadlocks and lock timeouts per second
Full table scans per second / Index Searches per second
Latch and lock wait time in milliseconds
Page life expectancy in seconds
Page splits per second
Requests for locks and latches per second
Transactions per second
Temp work files and tables per second

4.2.1.2 Reporting & Reviews

Areas	Frequency	Description
System Performance Review	Quarterly	Review of baseline statistical data against tolerances
Monitoring Reports	Monthly	Monitoring Statistics (CPU, Disk, RAM)

## 4.2.2 Application Support Services

### 4.2.2.1 Application Support – Maintenance and Administration

The purpose of these activities is to provide application support 10 hours a day, Monday through Friday from the hours of 8:00am - 6:00pm, local Arizona time. This includes maintenance and administration of SharePoint application. Incident Management is addressed in Section 4.2.2.2. The RACI matrix can be found in Appendix A

The following tasks will occur for SharePoint maintenance and administration:

Task
<b>Hourly</b>
Review open Incidents
Remediate open Incidents
<b>Daily</b>
Validate backups
Review health monitor
Review server health
Report on SharePoint health
<b>Weekly</b>
Perform backups
Validate full search
Report on SharePoint growth
Report on SharePoint usage
Report on risks (space, errors, or service related)
<b>Monthly</b>
Validate server patches and SharePoint compatibility
<b>Quarterly</b>
Backup Validation Testing (in a test environment)
SharePoint patch CU testing
SharePoint patch CU deployment

\* Patching updates shall be deployed during Clients standard maintenance window (Wednesday’s 7pm-12am AZ time). Any updates/testing done will be a coordinated effort with Client. This process will be discussed and documented during the onboarding phase.

### 4.2.2.2 Application Support - Incident Management

NMS will be responsible for providing Incident management services in accordance to the Agreed Upon monthly hours stated in Section 6.1 Exhibit 2. Neudesic will implement and maintain processes under which a single point of contact has end-to-end responsibility for managing the resolution of each Incident within Neudesic’s scope of responsibility to minimize redundant contacts with client.

NMS will create a knowledgebase that will identify and manage all Incidents and their resolutions. An operational Playbook will be updated over time as new processes or best practices are utilized.

4.2.2.2.1 INCIDENT TYPE

4.2.2.2.1.1 BUG FIXES

Incident management of bugs are defined as bringing an application back to its original Agreed Upon functionality before the Incident arose. This may include a permanent fix or a temporary work around until a permanent fix is found. The required fix doesn't violate the overall design and intended behavior that is already represented in the code.

Response and remediation of bugs will occur based on SLA's set in Section 4.2.2.2.2. NMS resources will actively monitor the ticketing system(s) during this timeframe, providing assistance or escalation for all incoming issues. Non-priority bugs will be entered into a backlog and worked based on availability. Any Incidents that are disputed by either Party for its severity level, as defined in Section 4.2.2.2.1, will not be subject to any SLAs and will require further clarification. These Incidents will be discussed for resolution between stakeholders from both Parties. If such Incident is initially classified with a severity level "critical", it will be handled in accordance with SLAs without penalty.

Any Incidents that are in dispute for its classification, NMS will have authority to re-classify ticket if needed. If NMS re-classifies an Incident, Client will have authority to assign the priority level to this Incident as defined in Section 4.2.2.2.1 and these Incidents will not be subject to SLAs.

4.2.2.2.2 SERVICE LEVEL AGREEMENTS

4.2.2.2.2.1 INCIDENT MANAGEMENT SEVERITY LEVEL DESCRIPTIONS

Severity	Description	Escalation Path
Critical	Service not available (all users and functions unavailable).	Contact Client Contact by phone. Email business owner distribution list.
High	Significant degradation of service (large number of users or business critical functions affected)	Contact Client Contact by phone.
Medium	Limited degradation of service (limited number of users or functions affected, business process can continue).	No escalation required.
Low	Small service degradation (business process can continue, minimal users affected).	No escalation required.

#### 4.2.2.2.2 INCIDENT MANAGEMENT RESPONSE AND RESOLUTION TIMES

The following table shows the targets of response and resolution times for each severity level:

Severity	Trouble	Response Time	Resolution time*	Escalation Threshold (in hours)
1	Service not available (all users and functions unavailable).	Within 1 hour	ASAP	2 hours
2	Significant degradation of service (large number of users or business critical functions affected)	Within 1 business day	ASAP	1 business day
3	Limited degradation of service (limited number of users or functions affected, business process can continue).	Within 2 business days	ASAP	1 business day
4	Small service degradation (business process can continue, one user affected).	Within 3 business days	ASAP	2 business day

\* NMS will provide an estimate to completion during the interaction with the submitter of the Incident.

#### 4.2.2.2.3 TICKETING PROCESS

Incidents will flow through NMS's ticketing system with assigned priority. NMS will provide support based on the priority of the Incident identified within the ticket. For Bug Fixes, NMS will adhere to targets described in [Section 4.2.2.2.2](#).

NMS will evaluate Bug Fixes for complexity and urgency. Incidents which can be remediated using a scripted troubleshooting process and basic technical skills will be categorized as Tier 1, and will be handled by NMS support resources. More technically complex Incidents requiring design expertise, or problems requiring urgent response, may be escalated to the Tier 2 and Tier 3 resources, per the severity and complexity assessment performed by the support team.

- i. Assumed up to 5 SharePoint Power users will submit a support request through NMS's ticketing system
- ii. Issue is qualified, prioritized and documented in knowledge base and a corresponding Incident within NMS's ticketing system is created or updated
- iii. Incident is supported and submitter is notified of appropriate status.
- iv. Incidents marked as resolved will be reviewed by Client prior to marking as closed

#### **If issue can be resolved through Tier 1:**

Resolution - issue is worked to successful resolution

Quality Control - issue is verified to be resolved to Client's satisfaction

Incident is marked as resolved, after complete problem resolution details have been updated in knowledge base

**If issue cannot be resolved through Tier 1 support:**

Issue is escalated to Tier 2 support

Issue is qualified to determine if it can be resolved by Tier 2 support

**If issue can be resolved through Tier 2:**

Resolution - issue is worked to successful resolution

Quality Control - issue is verified to be resolved to Client’s satisfaction

Incident is marked as resolved, after complete problem resolution details have been updated in knowledge base

**If issue cannot be resolved through Tier 2 support:**

Issue is escalated to Tier 3 support

Issue is qualified to determine if it can be resolved by Tier 3 support

**If issue can be resolved through Tier 3 support:**

Resolution - issue is worked to successful resolution

Quality Control –issue is verified to be resolved to Client’s satisfaction

Incident is marked as resolved, after complete problem resolution details have been updated in knowledge base

**If issue cannot be resolved through Tier 3 Support:**

NMS Support Manager and Client Service Liaison Decision Point – request is updated with complete details of all activity performed

4.2.2.3 Reporting and Reviews

NMS will provide the following types of reports:

Areas	Frequency	Description
Status Report	Bi-Weekly	Listing of resolved Incidents by application and task category  Time/effort expended  Listing of escalations for Tier 3 issues and for items forwarded to appropriate Client resources  Measurements of Incidents open/close rates by severity, categorized issue counts and SLA misses
SharePoint Health Report	Weekly	Health report generated via SharePoint application

## 5.0 Term

### 5.1 Term

The term of this SOW shall begin on the Effective Date and shall expire on the date that is the five (5)-month anniversary of the Effective Date. Notwithstanding what is stated in Section 5.2 of the MSA, Client may terminate for convenience this SOW prior to the five (5)-month anniversary of the effective date and must pay an early termination fee equal to one hundred percent (100%) of the monthly recurring charges due for the remainder of the SOW term.

This SOW will be revisited every 30 days to adjust staffing plan as needed based on prior month's utilization. The current rate is based on an estimated utilization rate over time. If actual run rate differs over time, a change order will be required at that point to adjust staffing plan.

## 6.0 Charges

### 6.1 Charge Schedule

#### Exhibit 1: Remote Monitoring Services

<b>Remote Monitoring Setup</b>			
<i>Item Description</i>	<i>Qty</i>	<i>Unit Price</i>	<i>SubTotal</i>
Monitoring Setup – Servers	8	\$105	\$840
Remote Monitoring Setup			\$840
<b>Remote Monitoring Steady State Services</b>			
<i>Servers</i>	<i>Qty</i>	<i>Unit Price</i>	<i>SubTotal</i>
<b>Production</b>			
SharePoint Server	2	\$200	\$400
OWA Server	1	\$175	\$175
SQL Server	1	\$200	\$200
<b>Non-Production</b>			
SharePoint Server	2	\$200	\$400
OWA Server	1	\$175	\$175
SQL Server	1	\$200	\$200
NMS Environment Management (Production)			\$300
Remote Monitoring Steady State Services			\$1,850/month
			Charges
<b>Total Remote Monitoring Setup</b>			<b>\$840</b>
<b>Total Remote Monitoring Steady State Services (MRC):</b>			<b>\$1,850/month</b>

#### Exhibit 2: Application Support Services

<b>NMS Application Support Services</b>	
1) NMS Onboarding (estimated 2 weeks)	
2) Application Support Services: (10 hour days / 5 day weeks)	
a) Maintenance and Administration	
b) Tier 1-3 Incident Management (Up to 60 hours/month)	
	Charges
Total One Time Onboarding Charges:	\$12,000*
Total Application Support Services Monthly Recurring Charge (MRC):	\$8,400/month

\*Two weeks of Onboarding is expected to occur no later than 2 weeks after "Go-Live".

## Exhibit 3: Summary of Total Fees

<b>SUMMARY</b>	<b>Charges</b>
Total One Time Remote Monitoring Setup	\$840
Total Remote Monitoring Service (MRC):	\$1,850/month
Total One Time Application Onboarding Charges:	\$12,000*
Total Application Support Services Monthly Recurring Charge (MRC):	\$8,400/month**
<b>TOTAL ONE TIME CHARGES</b>	<b>\$12,840</b>
<b>TOTAL MRC CHARGES</b>	<b>\$10,250/month**</b>

\*\*Notwithstanding what is stated in Section 4.1 of the MSA, Neudesic will invoice client a fixed monthly fee (MRC) as stated in Section 6.1, Exhibit 3.

\*\*MRC is expected to begin on March 1, 2016

## 7.0 Change Order for New Services

In the event that the client requests NMS to perform functions that are materially different from, and in addition to, the Services ("New Services"), the Parties' obligations with respect to such functions shall be as follows:

- a) Any New Services that are added to this SOF, will go through a Change Order process. This change order will contain an onboarding fee and estimated monthly support fees.
  - a. To estimate the onboarding and monthly support fees for the New Services, the following will occur:
    - i. Review of the New Services requirements
    - ii. Review of any required documentation or necessary artifacts
    - iii. Review of required skill sets
    - iv. Review of required onboarding effort (business/technical)
  - b. If New Services does not meet the above requirements, NMS will provide within the Change Order, an estimate for the effort required to complete any insufficient requirements. This fee will be added to the overall onboarding fee.

# Appendix A

## RACI Matrix

<b>R</b> • <b>Responsible</b> • Who is/will be doing this task? • Who is assigned to work on this task?	<b>A</b> • <b>Accountable</b> • Who's head will roll if this goes wrong? • Who has the authority to take decision?	<b>C</b> • <b>Consulted</b> • Anyone who can tell me more about this task? • Any stakeholders already identified?	<b>I</b> • <b>Informed</b> • Anyone whose work depends on this task? • Who has to be kept updated about the progress?
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Plan	CoC	Neudesic Consulting Services	Neudesic Managed Services
Building & Network (onsite) Access (Who?)	R, A	I	I
VPN Access (Named vs. Generic) who/how many	R, A	I	I
Environment (Production/Test) Access/Permissions	C, I	I	R, A
Points of Contact Information/Introduction	C, I	I	R, A
Existing Application Documentation Provided	C, I	R, A	C
Schemas	C, I	R, A	C
Architectural Diagrams	C, I	R, A	C
Component Diagrams	C, I	R, A	C
Business Requirements Document	C, I	R, A	C
Functional Specs	C, I	R, A	C
Technical Specs (Detailed Design Documents)	C, I	R, A	C
Upstream / Downstream systems & apps	C, I	R, A	C
Tools & Scripts useful for support team to check availability in prod/QA	C, I	R, A	C
URLs/Access Points	C, I	R, A	C
Knowledge Base Articles	C, I	C	R, A
Known Issues (bugs) documentation	C, I	C	R, A
Incident Volume/Trends Data	C, I	C	R, A
Transition Status Meetings Scheduled	C, I	C	R, A
Incident Management App Access (accounts (generic or named) created)	C, I	C	R, A
Support Training	C, I	C	R, A
HyperVisor	R, A	I	C, I
RMS SLA (Provide)	C, I	I	R, A
OS Patching	R	I	A, C
AD	R	I	A, C
Anti-Virus	R, A	I	C, I
Software SLA (Provide)	C, I	I	R, A
NMS Escalation Process	I	I	R, A
Transition Start/End Dates	C, I	C	R, A
Prepare			
Scope Agreement    Project work (deliverables)	C, I	I	R, A

defined			
Schedule (Cadence)	C, I	I	R, A
Knowledge Transfer Meetings	C, I	R	A
Change Management Team/Processes	C, I	I	R, A
Service Desk Meetings	C, I	I	R, A
Incident Management Process (existing)	C, I	I	R, A
Confirm Network (onsite) & VPN access	C, I	I	R, A
Confirm Knowledge Base Access	C, I	I	R, A
Confirm Incident Management App Access	C, I	I	R, A
Confirm Artifact Repository Access	C, I	I	R, A
Confirm Bug Tracking Software/System access	C, I	I	R, A
Access to Artifact repository	C, I	I	R, A
Identify NMS Support SMEs	C, I	I	R, A
Create Action Register (Open issues/Deliverables needing resolution)	C, I	I	R, A
Identify core team members	C, I	I	R, A
Identify extended team members	C, I	I	R, A
Documentation (BRDs, Func Spec., etc.) available	C, I	I	R, A
Communication Plan	C, I	I	R, A
<b>Transition</b>			
Kickoff Meeting	C, I	C	R, A
Status Meetings	C, I	I	R, A
Communication/Meeting Minutes	C, I	I	R, A
NMS Support (All Tiers)	C, I	I	R, A
Support VPN access	R, A	I	C, I
VPN Audit Log (if necessary)	R, A	I	C, I
Network	R, A	I	C, I
URLs/Application Access Points	A	I	R
Supported Applications Permissions	A	I	R
Artifact repository	C, I	I	R, A
Knowledge Base	C, I	I	R, A
SME's onboarded	C, I	I	R, A
Support Team Members identified	C, I	I	R, A
Support Shift Schedules Created	C, I	I	R, A
Training Curriculum Scheduled	C, I	I	R, A
Documentation/artifacts consummation	C, I	I	R, A
Analysis/Gathering	C, I	I	R, A
Incident Management App (Training)	C, I	I	C, I
Incident Communication	C, I	I	R, A
Ticket Creation	C, I	I	R, A
Acknowledgement	C, I	I	R, A

Incident Classification	C, I	I	R, A
Break Fix	C, I	I	R, A
Ticket Resolution	C, I	I	R, A
Escalation    Incident Escalation/Handoff (between Tiers)	C, I	I	R, A
Enhancements	R, A	I	C, I
Steady State			
Continuous Improvement	C, I	C	R, A
Documentation	C, I	C	R, A
Knowledge Base Cases	C, I	I	R, A
Documenting Issue resolution	C, I	I	R, A
Governance Document (provided)	C, I	I	R, A
Service Review	C, I	I	R, A
Ticket Reporting	C, I	I	R, A
Root Cause Analysis	C, I	I	R, A
Quarterly Review	C, I	I	R, A
Capacity	C, I	I	R, A
Incident Trending	C, I	I	R, A