

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Service Delivery Site

CONTRACTOR will deliver remote implementation services to Information Technology Department staff, by computer access, at the Monterey County ITD Department, 1590 Moffett St, Salinas, California 93905.

II. Scope of Services

Microsoft has requested Project Leadership Associates (PLA) to assist the County by providing services to migrate the current SharePoint environment to SharePoint Online in two phases. Microsoft will pay for the full cost of Phase 1 on behalf of the County and the County will be responsible to pay for the full cost of Phase 2 and the ShareGate rental of the PLA license. Payment will be made at the completion of the migration, upon verification from the County that services were satisfactorily delivered.

III. CONTRACTOR shall provide the following:

Project Kickoff

- A. Conduct a kickoff session at the beginning of each of the two phases of the project with all County stakeholders and County project sponsors to review and validate scope, define/refine requirements, identify Contractor and County team members, identify assumptions and risks and establish/confirm timelines and overall project schedules.

Phase 1 – Initial Migration

- A. Migrate the following 4 site collections to SharePoint online:

- 1. <http://sharepoint/sites/itd>
- 2. <http://sharepoint/sites/agcomm>
- 3. <http://sharepoint/sites/mchd>
- 4. <http://SharePoint/sites/dses>

- B. Migration of these sites will be broken down into the following phases:

- 1. Discovery
 - a. Contractor will analyze the sites listed above for any variances to the current SharePoint site that need to be taken into consideration during the migration. Contractor will communicate each variance to the County and Contractor will create a remediation plan (if necessary).
- 2. Plan
 - a. Contractor will create the mapping of current SharePoint site collections and sites to the SharePoint Online environment.

3. Prove

a. Contractor will carry out mock migrations of a representative subset, such subsets to be identified by County in its sole discretion, of all of the content targeted for migration to SharePoint online and will mitigate any issues that are found.

Contractor will re-execute mock migrations until all migration issues have been mitigated.

b. After Contractor deems the mock migrations successful, Contractor will turn over the sites to the County for verification of successful migration. County site owners /subject matter experts will check the migrated content to validate that the content was moved correctly.

4. Migrate

a. Contractor will fully migrate the content from the existing, specified SharePoint site collections to the SharePoint online environment. In order to ensure that no content is lost, the existing SharePoint site collections will be put into read-only mode just before the migration is started. Contractor will work with the County to identify a date/time to perform the migration. After the migration is complete, County site owners /subject matter experts will check the migrated content again to verify that the final migration was complete.

Phase 2 – Migration of remaining 16 sites.

A. In Phase 2 the same methodology (Discover, Plan, Prove, and Migrate) as Phase 1 will be followed for the remaining sites not migrated in Phase 1.

B. Project Closeout

1. During the Project Close, the Contractor will hold a closure review session with the County team and the designated project sponsors. Final deliverables will be reviewed for final acceptance. A Project closeout meeting will be scheduled with County project sponsors to review:

a. Deliverables

i. The following are the key deliverables of this project. Certain deliverables that require formal acceptance will be accompanied by a deliverable acceptance form, to be signed by the County:

Deliverable Name	Descriptio
Project Kickoff Presentation	PowerPoint presentation that describes at a summary level, the project scope, team, roles,
Migration Mapping Document	Document outlining how the existing Site Collections will be mapped to the new SharePoint
Deployments/Migrations Completed	All SharePoint content will be migrated to SharePoint Online
Status Reports	Regular reports that show dashboard health of project, progress to-date, work to come,

- b. Overall Project Delivery
- c. Budget
- d. County Acceptance

IV. County shall provide the following:

- A. Ensure County Project Sponsors communicate County Goals, Project Objectives, and Priorities to entire project team.
- B. Work with Contractor to help schedule and organize any onsite visits.
- C. Work with Contractor to schedule all envisioning, design, other workshops and interviews at or prior to project kickoff.
- D. Coordinate and approve participation of key decision makers.
- E. Provide timely access to County staff and management required for the Contractor team to complete work in an efficient manner. Such access will not be unreasonably withheld.
- F. Provide required Physical and System Access: Appropriate onsite physical workspace, onsite telephone, and Internet access, domain system logon accounts with required permissions needed for successful project implementation, direct remote access to systems via VPN or Citrix, so that Contractor can implement and support the included systems while offsite from County's office. Required system access will be provided by County prior to the first scheduled work-day.
- G. Ensure that County project team members are available to review deliverables at the appropriate project checkpoints as defined in Contractor's plan. County will review and approve all project related documentation within three (3) business days.
- H. Provide the resources to adequately test and validate the functionality of the solutions implemented by Contractor.
- I. Provide all hardware, software media and licenses, tools, and third party products required for Contractor to complete its assigned tasks.
- J. Provide all test cases, test data, procedures and personnel needed to conduct acceptance testing needed for any solution, including interfaces with other client systems.
- K. Document any issues and perform best efforts, working with Contractor management, to attempt to resolve any issues/concerns.

- L. Provide Contractor with access to any relevant existing system documentation, as requested.
- M. Make site collection owners / subject matter experts available to validate mock migrations (within 3 days) and Final migrations (within 1 day) of migrations.
- N. Provide SharePoint Administrator access to current SharePoint environment and SharePoint online Tenant.
- O. Communicate migration timeline / actions to end users.
- P. Remove any content that does not need to be migrated from the existing SharePoint environment before the migration.

V. Assumptions and Risks

Assumptions

- A. Deliverables and review documents will be prepared and delivered in either MS-Office or Adobe PDF formats, using templates consistent with PLA documentation standards.
- B. Product issue support – Contractor resources can facilitate issue resolution but will not be responsible for the support issues with any product identified during the engagement. Those who have Microsoft Premiere Support, incident cases will be opened under County's Premiere Support Agreement to facilitate quicker response, to leverage Microsoft support personnel familiar with the County's infrastructure, and to leverage County's Microsoft TAM for escalation, if required.
- C. Contractor is not the manufacturer of any hardware or software that will be used for this project. Contractor will use reasonable efforts to identify any defects and issues with such hardware and software. Contractor will address any such defects or issues identified to the extent possible within the originally estimated hours for the engagement.
- D. Contractor will perform actual configuration work directly on targeted systems, either onsite or remotely via VPN or Citrix type remote application connection. If instead, County requires that Contractor only provide instruction to County IT Staff on how to perform the necessary configuration work, for County IT staff to execute, additional hours will be needed to complete the work.
- E. Infrastructure, network and/or system issues, changes, etc. that are not directly stated as tasks to be completed by Contractor in this Scope of Work, are considered out of scope. In the event that County requests Contractor's assistance with such issues or changes, the work effort will be reported as a variance to the project and will be billed pursuant to a

separate Agreement between the parties or pursuant to an amendment to this Agreement. Contractor will require formal approval of such new contract or amendment prior to commencing requested work.

- F. Any additional tasks or activities not specifically identified in this Scope of Work will be considered out-of- scope for this engagement. Contractor and County will collectively review any additional tasks or activities on a case- by-case basis to determine the appropriate course of action.
- G. In the event it is necessary to deviate from this scope of work for services not originally defined as in scope, Contractor will gain approval from County, and the parties will execute a new Agreement or an amendment to this Agreement on a time and materials basis, based on hourly rates agreed to by each party.
- H. Changes to this scope of services will be documented by formal amendment to this Agreement, executed by the parties.
- I. Content for each site collection will be moved “As is” with no restructuring or archiving of the data to be performed during the migration.
- J. No new content types or Site templates will be created after March 15, 2016. Existing content types and site templates as of March 15, 2016 will be migrated.
- K. No SharePoint Administrator or end user training is included. Contractor assumes any knowledge transfer to the client will be done to resources that understand how to user/administer SharePoint.
- L. No SharePoint MySites will be migrated.
- M. Only “out of the box” standard SharePoint workflows will be migrated. No custom workflows will be migrated
- N. Custom web parts will not be migrated.
- O. For purposes of this Agreement a week is five (5) work days.
- P. The UAT / content verification activities will be a maximum of 1 week each for Phase 1 and Phase 2.
- Q. Phase 1 timeline is 4-5 weeks. Contractor will be provided a 2 week lead time before beginning Phase 1 to allocate resources, to satisfy the County’s May 30 deadline. Phase 2 timeline is 30 weeks. The project will be approved by County on/before April 15th, 2016.

Risks

- A. Microsoft throttles data throughput to SharePoint online so migration times / downtime may be longer if throughput is restricted to a level that affects migration times.
- B. Some content/sites might be dependent on ControlPoint software, to guarantee successful migration of content and formats. If so, County will be required to provide vendor use of a licensed version of that product for use during completion of those tasks.

VI. Term of the Agreement

- A. The term of this Agreement shall be from April 1, 2016 to December 31, 2016, unless sooner terminated pursuant to the terms of this agreement.
- B. The Professional Services/Fees estimates outlined above, represent scheduled services that are performed during Contractor’s standard business hours (8:00 AM to 5:00 PM local time, Monday through Friday, excluding Contractor and County holidays).
- C. Additional services, either routine or emergency, will not be performed by Contractor without formal approval of a new contract or amendment to this contract.

The following outlines Contractor’s hourly minimum billing per work day:

- 1. All services provided by Contractor will be performed remotely. Contractor services will be billed in one (1) hour increments at a minimum of one (1) hour per work day when actual work is being performed. Rate is based on the resource being used per Section 4. “Payment Provisions” of this agreement.

IV. Payment Provisions

- A. All fees for Phase 1 of the migration services are paid directly to PLA by Microsoft as a part of the Microsoft Business Investment Funds Program.
- B. The County shall be responsible for the payment of Phase 2 and the ShareGate rental of the PLA license. There shall be no travel reimbursement allowed during this Agreement. For Phase 2 and the ShareGate rental of the PLA license, the maximum obligation of the County will be **\$14,570.00**. **The costs detail is as follows:**

Phase 1 – Professional Service Costs

Description	Estimated Hours	Total Cost
SharePoint Solution Architect	118	\$23,985
Project Manager	29	\$5,365
Professional Services Total		\$29,460
Microsoft Funding Credit		\$(29,460)

Phase 1 Total		\$0
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Phase 2 – Professional Services Costs

Description	Estimated Hours	Total Cost
SharePoint Solution Architect	56	\$11,480
Project Manager	14	\$2590
Professional Services Total		
Phase 2 Total		\$14,070

Product Costs

Description	Qty	Unit Cost	Total Cost
ShareGate rental of PLA License	1	\$500	\$500
PRODUCT TOTAL			\$500

Cost Summary

Description	Total Cost
Phase 1 Total	\$0
Phase 2 Total	\$14,070
Product Total	\$500
PRODUCT AND SERVICES GRAND TOTAL	\$14,570

Fixed Fee Payment Schedule

Milestone	Payment Schedule	Amount
Phase 1 Complete	Phase 1 Costs (including MSFT funding)	\$29,460
Phase 2 Complete	Software / Phase 2 Costs	\$14,070

C. Microsoft Funding

1. Funding for Phase 1 is subject to Microsoft approval and must be assigned to PLA.
2. A portion of Microsoft funding may require an Adoption / Deployment plan or Proof of Execution (POE). County must approve these deliverables in order to obtain Microsoft funding.
3. A portion of Microsoft funding may require deployment and active usage on a percentage of County's purchased Microsoft product licenses. County is responsible for ensuring required deployment and usage requirements are met before expiration of funding.
4. If Microsoft funding is not approved, or not paid by Microsoft as a result of County not meeting the requirements of the funding program, County will be responsible for paying remaining time and material costs to Contractor directly.

The Invoice shall be mailed to:

County of Monterey, Information Technology
1590 Moffett Street
Salinas, California 93905
ATTN: Accounts Payable