



Exchange Migration

Statement of Work

For OK-City of Tahlequah

SHI International Corp

SOW # 9478

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Table of Contents

1	Executive Summary	3
1.1	Proposed Architecture:.....	3
2	Project Description	3
2.1	In Scope.....	3
2.2	Scope of Services	4
2.3	Project Management.....	4
2.4	Deliverables	4
2.5	Project Specific Customer Responsibilities	5
2.6	Project Specific Assumptions	5
2.7	Out of Scope	5
2.8	Success Criteria.....	6
3	Project Duration	6
4	Resources and Skills	7
5	Assumptions	7
6	Customer Responsibilities	8
7	Duties of SHI	9
8	Change Control Process	9
9	Project Initiation Process	10
10	Price and Payment Schedule	11
10.1	Payment Schedule.....	11
10.2	Travel Expenses	11
10.3	Billing Terms	11
10.3.1	Exception.....	11
10.4	Final Acceptance.....	11
11	Terms and Conditions	12
12	SOW Acceptance	12
13	Confidential	12
14	Billing Information	13
15	Project Location(s) & Contact Information	13

1 Executive Summary

OK-City of Tahlequah (“Customer”) has engaged SHI International Corp. (“SHI”) to perform a migration from Exchange 2013 On-Premises to Office 365 Exchange Online (“Services”).

1.1 Proposed Architecture:

Customer plans to perform a migration from Exchange 2013 On-Premises to Office 365 Exchange Online. The proposed architecture is as follows:

- Migrate mailboxes from on-premises Exchange 2013 to Exchange Online

2 Project Description

SHI shall provide the following services to Customer on a fixed cost basis.

2.1 In Scope

The scope of work and pricing for this SOW are based on the following in-scope environment. Any change to the following in-scope environment details has the potential to affect the overall project scope and therefore the associated fees.

Current Environment

Location:	Exchange 2013 On-Premises
Mailboxes:	Approximately 152
Active Directory:	2012
Message Hygiene:	Sophos PureMessage
Resource Mailboxes:	1

New Environment

Location:	Office 365 Exchange Online
Mailboxes:	Approximately 152
Active Directory:	2012
Message Hygiene:	Exchange Online Protection
Resource Mailboxes:	1

2.2 Scope of Services

The following services will be provided in this engagement:

- Review of current Active Directory in preparation for synchronization with Azure Active Directory.
- Review of current Exchange environment in preparation for migration to Exchange Online.
- Plan for migration
- Setup and configure Microsoft 365 tenant for Exchange Online Services.
- Install and configure Azure AD Connect toolset with Password Sync on client furnished server for synchronization with on-premises Active Directory.
- Configure current Exchange 2013 for hybrid mode.
- Perform two pilot batch migrations to ensure functionality.
- Perform 6 batches of production mailboxes for a total of 152 mailboxes.
- Install and configure a new Exchange 2016 hybrid mode server on client furnished server.
- Decommission existing Exchange 2013 server.
- Provide two administrative knowledge transfer sessions.

2.3 Project Management

- Customer facing role that is responsible for ensuring that the project scope is delivered, on time and budget per the Statement of Work.
- Required to develop and execute a project plan that includes all phases of project delivery.
- Responsibilities include but are not limited to resource management, status updates, risk management and mitigation strategies.
- Able to identify and successfully navigate change requests (scope, schedule, cost) as needed.

2.4 Deliverables

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

- Visio Diagram (Build Phase) – Visio diagram outlining mail routing

2.5 Project Specific Customer Responsibilities

- OK-City of Tahlequah will provide the necessary hardware to complete the engagement.
- OK-City of Tahlequah will provide a technical point of contact during the time of this project.
- The Customer Contact will provide technical points-of-contact (“Technical Contacts”), who have a working knowledge of the enterprise components to be considered during this engagement. SHI may request that meetings be scheduled with Technical Contacts.
- OK-City of Tahlequah will inform SHI of any necessary access issues and security measures and provide access to all necessary hardware and facilities as required.
- OK-City of Tahlequah will provide, at no expense to SHI: computer hardware, software, and necessary access to the Customer network as required to complete the work described in this Statement of Work.
- OK-City of Tahlequah is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this engagement.
- OK-City of Tahlequah will provide SHI consultants with adequate remote access and connectivity such as Cisco VPN, Nortel Contivity, etc., which will allow SHI consultants to independently access the Customer’s network to perform the work described in this SOW.

NOTE: Alternative forms of access which are dependent upon Customer personnel such as using a shared desktop accessed via WebEx or similar solutions will INCREASE the time SHI consultants need to perform their work and therefore increase the cost associated with this SOW.

2.6 Project Specific Assumptions

- SHI is not responsible for lost data. SHI recommends that OK-City of Tahlequah perform a full working backup of their data prior to the commencement of services.
- SHI will not develop applications as part of this Statement of Work.

2.7 Out of Scope

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

- Migration of user archive mailboxes
- Public Folder Migration
- End-user workstation support
- Third-party applications
- PST and/or archive ingestion
- Phone system integration
- Onsite support
- Operational, unscheduled, or emergency support

- Software/Hardware Purchase/Acquisition
- Licensing Purchase/Acquisition/Troubleshooting
- Certification Training
- Resolution of End User Desktop issues or installation/upgrade of desktop software.
- Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed

2.8 Success Criteria

The project milestones and success criteria for each milestone are as follows:

1. **SOW Signature:**
 - a. Customer and SHI sign this agreement.
2. **Project Close**
 - a. Customer agrees there are no outstanding action items or tasks.
 - b. Customer agrees all documentation has been received.
 - c. Customer Project Sponsor signs the *Project Close* form indicating all project objectives were accomplished.

3 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is **4 weeks***.

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

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement. (Does reflect Level of effort, or fulltime resources.)*

4 Resources and Skills

SHI will provide individual resources outlined below to be participants for this effort. These resources will participate in all required steps and will be fully or partially responsible for tasks where appropriate:

Title	Role Description	Involvement
Project Manager	Responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer	Part Time
Solution Architect	Responsible for all aspects of technical delivery within the design, build, test, and deploy phases	Part Time

5 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
2. Please note that the time designated for Knowledge Transfer is throughout the project. Customer is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. SHI is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Customer.
4. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours must be previously agreed upon by both parties and scheduled in advance.

8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

6 Customer Responsibilities

Both Customer and SHI are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact"). The Customer Contact is responsible for the following:

1. Perform a full working backup prior to the commencement of services as SHI is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Acting for the Customer in all aspects of the project; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
4. Making the necessary administrative usernames and passwords available to the engineer.
5. Providing detailed and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above services.
7. Providing access to building(s) and room(s) as necessary to complete the project.
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Ensuring that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
11. Informing SHI of all access issues and security measures and provide access to all necessary hardware and facilities as required.
12. Customer Contact will have the authority to act for Customer in all aspects of the project; however, any changes that affect the scope, schedule, or price of this SOW will require that an amendment to the SOW be executed between the parties.
13. Customer Contact shall have the authority to resolve conflicting requirements.
14. Customer Contact will ensure that any communications are made to SHI Project Manager.
15. Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within SHI, if required.

16. Customer Contact agrees that all appropriate information regarding this project will be communicated to SHI as expeditiously as possible.

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

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

7 Duties of SHI

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

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

8 Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written "Change Request" will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and

the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Customer will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

9 Project Initiation Process

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

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

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

10 Price and Payment Schedule

SHI proposes to deliver the Services described here for a fixed price for the fees set forth below:

Program Component	Fee
Exchange Migration	\$24,970

This SOW is valid for 60 days from 10/28/2021.

Any additional work that is required outside the scope of this SOW requires written approval by SHI and Customer as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI and Customer.

10.1 Payment Schedule

The following table describes the project milestones. When these are completed and approved by Customer, SHI will invoice the specified amount.

Billing Milestones	%	Fee
SOW Signing	50%	\$12,485
Project Close	50%	\$12,485
Total		\$24,970

10.2 Travel Expenses

No travel is required for this project.

10.3 Billing Terms

SHI will request the approval of Customer when a milestone (see Payment Schedule above) has been completed. Upon receipt of Customer's approval, SHI will invoice Customer for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order. Tax will be applied to the address in the Billing Contact Information Table in Section 13 unless otherwise specified in "Exception" section below.

10.3.1 Exception

No exceptions apply.

10.4 Final Acceptance

At the completion of the work SHI will provide a "Project Acceptance Form" for execution by Customer. Customer's signature on this form signifies the Customer's Final Acceptance of the work, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI. If the Customer does not so accept the Deliverables then Customer shall, within a

reasonable time after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI for resolution.

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

11 Terms and Conditions

This Statement of Work (“SOW”) is subject to and governed by the terms of the SHI services agreement between Customer and SHI, or, if Customer and SHI have not executed a service agreement, the terms of the Professional Services Agreement shown in [SHI PSA Terms and Conditions](#) incorporated herein by reference (in either case, the “Terms and Conditions”). This agreement shall be considered an SOW for purposes of the Terms and Conditions.

12 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

OK-City of Tahlequah		SHI International Corp.	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	
Purchase Order			

13 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Customer’s organization. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Customer shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Customer and SHI. This restriction does not limit Customer’s right to use information contained in this document if it is obtained from another source without restriction.

14 Billing Information

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

Billing Information
Company Name OK-City of Tahlequah
Street Address 111 S. Cherokee
City, State, Zip Code Tahlequa, OK 74464
Contact Name and Title Randy Powell
Contact Phone Number and E-mail Address 918-431-9500 – Randy.powell@cityoftahlequa.com

15 Project Location(s) & Contact Information

Site Information
Street Address Work to be performed remotely
Contact Name & Information Randy Powell - 918-431-9500 – Randy.powell@cityoftahlequa.com