

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
FOR INTUNE PROOF OF CONCEPT (2018.034)**

THIS AGREEMENT ("Agreement") is made this 30 day of August 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Catapult Systems, LLC, located at 5399 Denver Technology Center Boulevard, Greenwood Village, Colorado 80111, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Statement of Work attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date first shown above.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of fifteen thousand, five hundred forty-three dollars and zero cents (\$15,543.00).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

IN NO EVENT WILL CONTRACTOR'S TOTAL LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT EVER EXCEED THE FEES ACTUALLY PAID TO CONTRACTOR BY COUNTY FOR THE SERVICES UNDER THIS

... FORM AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN
... CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY
... OR OTHERWISE.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

- 8.3. Workers' Compensation Insurance: Per Colorado Statutes

- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving

party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Information Technology and Innovation
Contact: Nate Tidwell
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6157
E-mail: Ntidwell@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: Aforristall@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Catapult Systems, LLC
Contact: Tony Sciacca
Address: 5399 Denver Technological Center Boulevard
City, State, Zip: Greenwood Village, Colorado 80111
Phone: 720-457-7249
E-mail: tony.sciacca@catapultsystems.com

12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

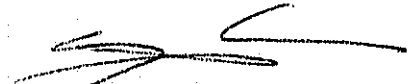
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* In order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Catapult Systems LLC
Company Name

8-29-18
Date


Signature

Craig Andrie
Name (Print or Type)

Regional Vice ~~President~~ President
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT A



Statement of Work for
Intune Proof of Concept

For

August 24, 2018

Contents

1.	Engagement Overview.....	4
2.	Scope of Work.....	5
2.1	<i>Catapult Scope</i>	5
2.2	<i>Client Participation</i>	5
2.3	<i>Out of Scope</i>	6
2.4	<i>Deliverables</i>	6
2.5	<i>Estimating Assumptions</i>	7
3.	Delivery Approach	9
3.1	<i>Activity Plan</i>	9
3.2	<i>Staffing</i>	10
3.3	<i>Status Reporting</i>	10
3.4	<i>Project Closeout Report</i>	10
3.5	<i>Approving Deliverables</i>	10
3.6	<i>Change Management</i>	11
4.	Professional Service Fees	12
5.	Terms and Conditions	13
6.	Acceptance	14
	Appendix A – Setting up Catapult as Partner of Record	15



Engagement Overview

Adams County would like to evaluate Microsoft Intune as a replacement for MobileIron for managing mobile devices. As part of this effort, Adams County has asked Catapult Systems (Catapult) for assistance in planning and configuring a production Proof of Concept (PoC) for Intune.



Scope of Work

Catapult Scope

The Catapult team is responsible for the following work items to complete this engagement:

1. Plan and prepare for the Intune PoC:
 - a. Assess the current Intune tenant and provide up to four hours of remediation, if necessary.
 - b. Conduct up to four hours of workshops with the Adams County IT staff to assess current MobileIron functionality and develop a plan for the Intune PoC.
2. Configure device management with Microsoft Intune:
 - a. Create two Azure AD user groups and/or Intune Device Groups to support a production pilot.
 - b. Assist with registration of the Apple Push Notification (APN) certificate.
 - c. Configure device enrollment for Android and Apple iOS.
 - d. Create configuration policies for two device profiles (iOS and Android devices).
 - e. Configure up to three applications per device family from their respective application store.
 - f. Create and configure up to three application restriction policies and demonstrate on up to three devices.
 - g. Demonstrate device wipe/retire functionality on one mobile device.
 - h. Create one Wi-Fi profile and one email profile.
 - i. Assist in the enrollment and installation of the Intune Company Portal application for up to 20 pilot devices.
3. Provide documentation and knowledge transfer:
 - a. Create an Intune As-Built document with details of the initial Intune configuration.
 - b. Provide guidance on an Intune administrative group strategy for managing Sherriff's Department devices.
 - c. Provide up to eight hours of informal knowledge transfer for Adams County IT staff.

Client Participation

The Client team will participate in this engagement as follows.

1. Coordinate with Client resources and staff schedules.
1. Attend meetings and provide access to subject matter experts.
2. Identify and coordinate target users and devices for the PoC.
3. Provide first level support for PoC users.
4. Develop and distribute end-user communication.
5. Provision equipment necessary for deployment (i.e. hardware, virtual machines, load-balancers, and operating systems).
6. Download licensed software necessary for deployment.
7. Provide external IP addresses as necessary.
8. Configure and provision mobile devices.

9. Provide Catapult with a list of the client's Microsoft license subscriptions during the initial project kickoff meeting, or upon license purchase.
10. Deploy any necessary software to support the Intune PoC.
11. Assign Catapult as the digital Partner of Record for each applicable subscription in Microsoft's Customer Portal within 10 days of initial project kickoff meeting, or after license purchase.
12. Review and approve engagement deliverables.

Out of Scope

Deliverables and activities that are not identified in this document are, by definition, out of scope unless accompanied by an approved Project Change Request.

Some tasks required to successfully complete this project are considered out of scope or to have limited involvement by Catapult personnel. The following items should be considered with respect to the overall Client objective, but are not planned for this engagement.

1. Deployment of Office 365 Pro Plus or any of its components.
2. Configuration for Office 365 or Azure Active Directory.
3. Azure Information Protection configuration.
4. Configuration of Forefront Identity Manager (FIM).
5. Configuration for synchronization of Active Directory objects to Azure Active Directory.
6. Configuration or integration of Information Protection with File Classification Infrastructure.
7. Configuration of Exchange Server transport rules such as Data Loss Prevention (DLP).
8. Deployment of Azure Application Connector or Multi-Factor Authentication Server.
9. Deployment of Active Directory Federation Services (AD FS) for federation.
10. Training for end users.
11. **Physical Server Installation** – Catapult personnel are not responsible for the physical server installation including: rack-mounting and installing peripherals such as cards and memory.
12. **Server Operating System Installation** – Catapult personnel are not responsible for operating system installation and configuration tasks. However, they are responsible for making configuration recommendations and auditing installation to ensure compliance.
13. **System Troubleshooting** – Catapult personnel are only responsible for system troubleshooting directly related to installation and configuration of Microsoft Intune and client components. Other system troubleshooting is considered outside of the scope of this engagement.

Deliverables

This engagement will produce the following deliverables:

#	Deliverable	Description
1	Intune PoC	Intune configured to support a Proof of Concept on up to 20 iOS or Android devices.
2	Intune As-Built document	A document detailing the initial configuration settings for the Intune PoC.

Estimating Assumptions

The overall scope and related work estimates for this engagement were developed based on the following assumptions. Material changes to these assumptions may impact the estimated effort, schedule and fees associated with completing the work.

- The client has an active Microsoft Intune tenant.
- The scope, approach, and deliverables for this initiative are based on our current understanding of the work required to complete the objective.
- Information provided in Client documents and statements used to develop this Statement of Work are assumed to be an accurate representation of the respective subject matter.
- Client will provide Catapult Consultants with necessary permissions and credentials for accessing the client systems.
- In accordance with the project schedule, the assigned Catapult resources will be engaged on a full-time basis and work will be completed on consecutive business / working days for the duration of this engagement.
- Client key stakeholders will be readily accessible for key decision making throughout the course of the initiative.
- The Catapult team may perform portions of the work either on site or off site, depending on the nature of each task.
- Hardware and software costs that may be required to complete this engagement are not included in this Statement of Work.
- Some work items will be more accurately defined during the engagement. Should we encounter a deviation from the total estimated schedule or effort, a change order will be presented for approval prior to commencement of the associated work.
- Client understands the success of this project is dependent upon the participation of Client staff, third party vendors and equipment availability based on the procurement of hardware to facilitate project needs. Participation levels will be determined and communicated during the engagement.
- The Catapult team assumes that the Client will have the proper facilities, space, and equipment to support the efforts of the project team. This will include all necessary hardware required for the installation and testing of each technology being designed.
- The Catapult team will assist the Client in determining hardware and software requirements to fulfill the objectives of the project. Client will be responsible for purchasing all required equipment and software.

- Client will review interim and final deliverables and report acceptance or discrepancy to the Catapult team within 3 days of submission of deliverables.
- Client will assume responsibility for management of all non-Catapult Systems managed vendors.
- Client will provide details of all relevant policies and standards which may have a bearing on the design, testing or implementation of any new technology.



Delivery Approach

Activity Plan

The table below summarizes the work activities and effort estimates planned for the completion of this engagement. Based on our current work estimates and staffing approach, we expect a total duration of approximately 2-3 weeks.

Activity	Schedule (Week)
Plan and prepare for the Intune PoC.	Week 1
Configure device management with Microsoft Intune.	Weeks 1 – 2
Documentation and knowledge transfer	Throughout

Staffing

Key Catapult roles are described below.

Role	Responsibilities
Senior Intune Consultant	<ul style="list-style-type: none">• Conduct planning workshops.• Configure Microsoft Intune.• Provide documentation and knowledge transfer.
Project Manager	<ul style="list-style-type: none">• Create and maintain the project plan.• Assign tasks to resources.• Perform risk analysis.• Approve project charges such as travel expenses, equipment, or billable time.• Create and communicate project status reports to management and clients.• Manage the budget and approve client invoices.• Ensure quality and timeliness for the services.• Maintain a healthy relationship with the client.• Ensure client acceptance for delivered services.• Provide updates to the Delivery Manager.

Status Reporting

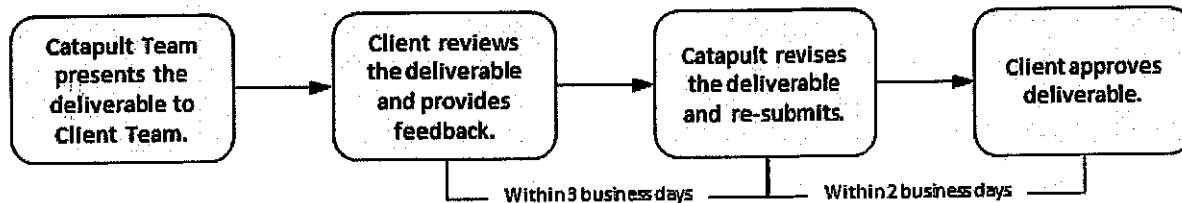
The Catapult team will prepare a weekly status report that captures relevant details related to work progress and any issues that require management attention. The status report will also include budget and schedule tracking information. The Catapult team will conduct a weekly status meeting with the Client team to review the status report and address any issues or activities that require attention.

Project Closeout Report

Upon completion of the engagement, Catapult will provide a project closeout report. This document will indicate final project status including evidence of meeting acceptance criteria, outstanding issues, final budget and schedule outcomes and lessons learned.

Approving Deliverables

The Catapult and Client teams will jointly execute a deliverable review process as defined in the diagram below.



The effort estimates in this Statement of Work account for one iteration of the approval process shown here. If during the engagement Client requires more iterations of this process, the Catapult Delivery Manager will evaluate the related impact on budget and schedule and execute the change management process as appropriate.

Change Management

Catapult will notify Client immediately if there is any **material change in scope, schedule, or budget**. Conversely, Client will notify Catapult immediately of any changes in scope or timeline. Any change to the scope will be managed using Catapult Project Change Management process. Under this process, either Catapult or Client may initiate a change request when some change or event has occurred that may impact the scope, schedule, or budget of the project. Once submitted, Catapult will respond with formal documentation that includes description of the change, effort to implement the change, and cost of the change. The effort and cost estimate will only be performed if Client has agreed in writing to any billable charges for this analysis. The change management process will provide Catapult and Client an understanding of the change and how it will impact the project in relation to duration and cost before the change is actually implemented.

Client can choose to approve or deny the change request. Catapult will not proceed with work related to the change request until Client has issued formal approval.

Some examples of events that can cause a Change Request include the following:

- *Change in Technical Scope* – Client decides to include new functionality or capabilities not identified in the initial scope and related work estimates.
- *Change in Scope of Work* – Client requests Catapult perform work activities or produce deliverables not originally assigned to the Catapult team.
- *Change in Approach* – Material changes in the work approach due to circumstances outside the control of the engagement team (some examples include: Client team members not available as planned, delays in Client tasks or responsibilities, equipment not available as planned.).
- *Change in Schedule* – Material changes in the schedule due to circumstances outside the control of the engagement team

Professional Service Fees

Catapult will provide the services defined in this SOW on a **time and materials** basis at \$157.00/hr.

Role	Hours	Rate	Total
Senior Intune Consultant	80	\$ 157	\$ 12,560
Project Manager	10	\$ 157	\$ 1,570
			\$ -
Subtotal	90		\$ 14,130
Recommended contingency (10%)			\$ 1,413
Total			\$-
Total			\$15,543

This SOW offer shall expire 60 days from the SOW date listed above unless executed.

We will submit invoices according to the terms defined in the current Professional Services Agreement between Catapult and Client.

Upon schedule acceptance, delays due to Client resulting in Catapult resources not being utilized in a full time capacity may be invoiced as if resources were utilized in a full time capacity, unless an otherwise mutual agreement is reached between Catapult and Client.

By mutual agreement between Client and Catapult, if this engagement requires travel by any Catapult employee, we will submit the expenses (and applicable receipts) on an invoice payable by Client as follows:

- Auto mileage: Current standard IRS reimbursement rates apply
- Airfare: Actual cost
- Hotel: Actual cost
- Car Rental: Actual cost
- Tolls: Actual Cost
- Meals: Actual Cost



Terms and Conditions

This SOW is subject to the terms and conditions of the Professional Services Agreement (PSA) between Catapult and Client in effect at the time of signature for this SOW.

- Any exceptions to the PSA are noted in this SOW and are not to be construed as permanent modifications to the PSA (i.e. they apply only to this SOW).
- Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the Agreement.
- To the extent that there is any conflict between this SOW and the Agreement, this SOW shall prevail.

The term of this SOW is effective beginning upon execution and continues through completion of the engagement.



Acceptance

CATAPULT SYSTEMS, LLC.
SIGNATURE

ADAMS COUNTY, COLORADO
SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

Appendix A – Setting up Catapult as Partner of Record

Partner Guide to becoming a Digital Partner of Record for Office 365, CRM Online, Intune, and Enterprise Mobility Suite

Customers should follow these step-by-step instructions to add a Digital Partner of Record to their subscription.

1. Go to the Office Customer Portal at <https://portal.office.com/>.
2. Log into their account using their user name and password.
3. In the left navigation pane, select Billing, then Subscriptions.
4. Select their subscription and click on More actions in the bottom right corner under the price per user/month.
5. In the More actions drop down menu, click on Add Partner of Record. This is where they will attach their Partner of Record.
6. Ensure the customer has your Microsoft Partner ID (**1021570**) so they can input it for Digital Partner of Record.
7. Click Check ID to see the name of the partner. Verify they have selected the correct partner, and click Submit to complete assigning their Partner of Record.
8. After your customer assigns you as their Partner of Record, you will receive an email notification that lets you know that you have been assigned as Digital Partner of Record.

To change or remove your Partner of Record

1. Follow steps 1 to 5 outlined above.
2. In the More actions drop down menu, click on Edit Partner of Record.
3. On the Partner information local pane, the Partner of Record ID assigned to the subscription will be shown. Click the "X" inside of the field to remove it.
4. Click Submit. The Partner of Record has now been removed for this account and the subscription no longer has a Partner of Record.

For additional support

If you have any problems or questions about this process and the ability to assign, maintain, and change and remove a Partner of Record, click Support on the left navigation pane of the Office 365 admin center to get access to Technical and Billing support and to find support options and recommendations.

Partner Guide to Becoming Digital Partner of Record for Azure

Customers should follow these step-by-step instructions to add a Digital Partner of Record to their subscription.

1. Go to the Microsoft Azure portal at <http://azure.microsoft.com/>.
2. Click on the My Account icon on the upper middle of the screen.
3. Click on Usage and Billing.
4. Log into their account using their user name and password.
5. Once signed in, they should click on Subscriptions to manage their subscriptions. Select their subscription.
6. On the Summary Subscription Page, click on Partner Information on the right navigation. This is where they will attach their Partner of Record.
7. Ensure the customer has your Microsoft Partner ID (**1021570**) so they can input it for Digital Partner of Record.
8. Click Check ID to see the name of the partner. Verify they have selected the correct partner, and click the check box to complete assigning their Partner of Record.
9. After your customer assigns you as their Partner of Record, you will receive an email notification that lets you know that you have been assigned as Digital Partner of Record.

To change or remove a Partner of Record

1. Following the steps outlined above, log into the Azure portal.
2. On the Summary Subscription Page, click on Partner Information on the right navigation.
3. Highlight the Partner of Record field and delete the Partner of Record shown in that field.
4. Click the check box. The Partner of Record has now been removed for this account and the subscription no longer has a Partner of Record.

For additional support

If you have any problems or questions about this process and the ability to assign, maintain, and change and remove a Partner of Record, please reach out to support by using the following link:

<http://azure.microsoft.com/enus/support/options/>