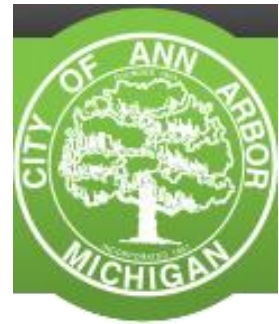




Statement of Work Prepared for:



Cireson Asset Management Quick Start Implementation

2/7/2017 (v1.1)

Prepared by: Billy Wilson

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Revision History

Version	Date	User	Status
0.1	10/26/2016	Billy Wilson	Initial Development
1.0	10/28/2016	Seth Coussens	Initial Submission for Internal Review
1.1	2/7/2017	Billy Wilson	Republish for expiration – no changes made
1.0	2/7/2017	Seth Coussens	Re-Submission for customer review

General Information

This Statement of Work (“SOW”) is entered into between City of Ann Arbor (“Client”) and Cireson LLC. (“Cireson”). The method of delivery for this SOW is a Time and Materials fashion – Professional Services Hours.

Cireson Contact Information:

Contact Name:	Justin Roux
Street Address	3960 W. Point Loma Blvd, #H290
City, State, Zip:	San Diego, CA 92110
E-Mail Address:	Justin.Roux@cireson.com
Phone #:	(813) 230-4770

Client Information:

Contact Name:	Jason McKinley
Street Address	
City, State, Zip:	Ann Arbor, MI
E-Mail Address:	JMcKinley@a2gov.org
Phone #:	

Solution Overview

Cireson will provide professional services in a time & materials fashion to support the client in a Quick Start Implementation of the Cireson Asset Management (“Cireson AM”). All aspects of the project from the start to the end are represented based on best practices put forth by the Information Technology Infrastructure Library (“ITIL”) and Microsoft Operations Framework (“MOF”) and best practice approach surrounding SCSM, SCCM, and SCORCH.

The following represents the high-level requirements and objectives for this project as defined by the Client:

- Quick Start Implementation of Cireson Asset Management module and ITAM processes

The solution will consist of the following technologies:

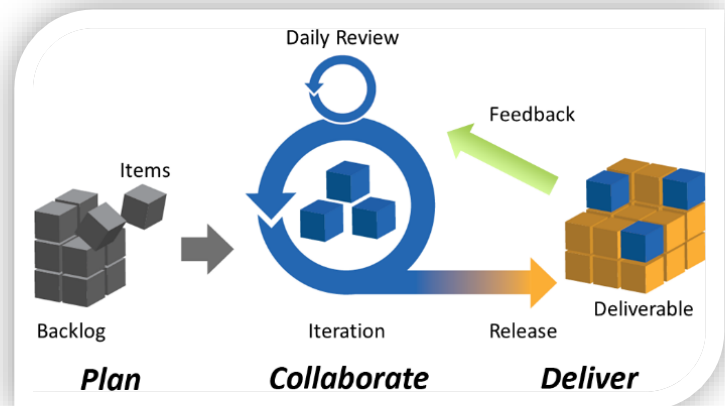
- Microsoft System Center 2012 R2 Service Manager (“SCSM”)
- Microsoft System Center 2012 R2 Orchestrator (“SCORCH”)
- Microsoft System Center 2012 R2 Configuration Manager (“SCCM”)
- Cireson Asset Management module (“Cireson AM”)

Delivery Approach

Agile Methodology

Cireson leverages an Agile approach throughout the Development and Stabilizing phases of each project in order to promote:

- Individuals and interactions
- Working solutions
- Collaboration between client and vendor
- Responsiveness to change



Agile is a group of software development methods based on iterative and incremental development, in which requirements and solutions evolve through collaboration between self-organizing, cross-functional teams. It incorporates adaptive planning, evolutionary delivery through an iterative approach, and encourages rapid and flexible response to change.

Project Scope, Assumptions, and Responsibilities

Project Scope – Technology and Process

Cireson will work jointly with the Client on the following in-scope items.

Quick Start Implementation of Cireson Asset Management module and ITAM processes

- Assessment of existing ITAM processes, asset component requirements, and data import requirements [**up-to 6hrs of effort**]
- Planning of ITAM process implementation, asset component configuration, and data import strategy [**up-to 6hrs of effort**]
- Installation of the following Cireson applications:
 - Cireson Asset Management
 - Cireson Asset Import Connector
 - Cireson Asset Excel Import App
- Asset Management Module Configuration [**up-to 16hrs of effort**]
 - General Settings Configuration
 - Workflow Settings Configuration
 - Configuration of the following Asset components (if applicable)
 - HW\SW Assets
 - Organizations, Locations, and Subnets
 - Warranty, Lease, and Support and Maintenance Contracts
 - Cost Centers, Purchase Orders, Invoices, Purchases, and Licenses
 - Catalog Items, Standards, and Vendors
 - Configuration of notification subscriptions and e-mail templates
 - Configuration of Run-As Accounts, User Roles, and AD Groups
 - Configuration of CI Groups
 - Configuration of SCCM Connector (if needed)
 - Configuration of SCCM Software Metering Connector
 - Verification that Asset Management DW Cubes and Reports are fully functional
- Asset Data Import [**up-to 30hrs of effort**]
 - Import the following Asset components leveraging Cireson Asset Import Connector and/or Cireson Excel Import App
 - HW\SW Assets
 - Organizations, Locations, and Subnets
 - Warranty, Lease, and Support and Maintenance Contracts
 - Cost Centers, Purchase Orders, Invoices, Purchases, and Licenses
 - Catalog Items, Standards, and Vendors
- Asset Data Integration with 3rd party platforms [**up-to 6hrs of effort**]

Cireson Asset Management Quick Start Implementation

- Setup and schedule Cireson Asset Import Connectors for frequent CSV, SQL, ODBC, or LDAP imports, if required
- Cross-training efforts with SCSM Administrators, Asset Managers, and Field Admins on the following topics [**up-to 16hrs of effort**]:
 - Configuration Best Practices
 - Data Import Best Practices
 - General Solution Usability Scenarios
 - Hardware Life Cycle Processes; Ordering, Receiving, Inventory, Deployment, Retirement, and Contract End-of-Life
 - Software Life Cycle Processes; Ordering, Deployment, Auditing, Retirement, Upgrade\Downgrade, Contract End-of-Life

Project Scope - Methodology

Project Kickoff

Cireson will develop and deliver project materials, such as; Project Assumptions, Preliminary Project Plan Key Issues, Project Dependencies, and Key Success Factors which will cover the defined project goals and deliverables used for guiding the project.

Phase 1: Envisioning

Cireson will conduct specific, high level envisioning workshops developed to support the understanding of the client's functional requirements as outlined in the SOW. Each functional requirement will be broken down into a manageable set of Agile Stories ("stories") which will be detailed at a high level and utilized in the creation of all supporting documents and deliverables to facilitate the procedural knowledge to the organization while providing a basis for end user, administrator and analyst training. Each story that is identified will be added to the Agile Project Backlog ("project backlog").

Phase 2: Planning

Cireson will conduct specific planning workshops around the key solutions and stories identified within the Envisioning Phase to support the forthcoming Agile Releases ("iterations") and develop the overall Agile Release Plan ("release plan"). Each story will be prioritized, and sized appropriately by the engagement team. Cireson with the client will determine the appropriate size of each iteration. 2 weeks \ iteration being the average.

Phase 3: Agile Development Cycle

The Agile Development Cycle phase covers the development of all items defined under [Project Scope: Technology and Process](#). This development occurs in iterations defined by the release plan comprised of a group of Stories which have been identified during Envisioning and Planning phases.

Phase 4: Deploying

The overarching goal of the Deploying Phase for engagements is to place the solution into the hands of the client. Supporting goals include; transitioning the project to the client project teams, update and completion of As-Built documentation, and closure to training efforts. Stabilizing activities may continue during this period. The Deploying Phase culminates in the Deployment Complete Milestone, when the team obtains final customer approval of the project.

Exclusions from Scope

1. Anything not specifically stated in the above Project Scope section of this document is outside the scope of this SOW.

Project 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.

1. Fully functional SCSM environment
2. Full system access to the SCSM environment including:
 - o SCSM Administrator user role
 - o Local Administrator to all SCSM and Orchestrator Servers
 - o SysAdmin on each SQL Database instances
3. The scope, approach, and deliverables for this initiative are based on our current understanding of the work required to complete the objective.
4. Some unforeseen requirements discovered during the Envisioning and Planning phases may require additional effort not estimated in the original Statement of Work. Such additional effort will be estimated as Time and Materials and proposed to the Client's team as an addendum to the existing Statement of Work.
5. All work shall be scheduled and performed during normal Cireson business hours as reasonably possible (see Business Hours).
6. The Cireson team may perform portions of the work either onsite or offsite, depending on the nature of each task.
7. The total cost assumes that Cireson resources are reasonably used in a full time capacity. Significant schedule delays could impact the estimated hours provided.
8. Cireson shall not take responsibility for any errors, incompatibilities or defects in third party software or network devices. Any errors, incompatibilities, or defects in such software or devices may add time and cost to this project.
9. Unless specifically noted, Cireson does not guarantee compliance with Sarbanes-Oxley, HIPAA, or any other regulatory or industry documentation requirements.
10. Cireson is not responsible for delays, errors, or omissions caused or incurred by other parties. Such delays, errors, or omissions may increase the time and cost of the project.

Cireson Asset Management Quick Start Implementation

11. Some work items will be more accurately defined during the engagement. Should we encounter a deviation from the total estimated schedule or effort, as a result of the discovery, a change order will be presented for approval prior to commencement of the associated work.
12. The Client understands the success of this project is dependent upon the participation of internal Client staff, third party vendors, and equipment availability based on the procurement of hardware to facilitate project needs if required. Participation levels will be communicated during the engagement.
13. This SOW shall expire 60 days from the SOW date listed above unless executed by both parties.
14. Cireson will require administrator and or security officer level access to complete the tasks outlined in this SOW. In order to perform specific tasks required, Cireson will need direct access to the systems.
15. The Cireson team assumes that the Client will have the proper facilities, space, and hardware equipment to support the efforts of the joint project team. This may include all necessary hardware required for the installation and testing of each technology being designed.
16. The Client will review interim and final deliverables and report acceptance or discrepancy to the Cireson team within one week of submission of deliverables.
17. All professional project expenses will be reimbursed as incurred. Expenses include, but are not limited to, airfare, mileage, travel accommodations, shipping, document production, etc.
18. The Client will provide, unless otherwise agreed to in writing, all test cases, test data, procedures, and personnel needed to conduct the acceptance testing of the solution, including interfaces during the planning phase.
19. The 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.
20. Cireson employees will be “hands-on” working with the client’s solution in each environment where the solution will be deployed.
21. No remediation or redesign/reconfiguration required for enterprise deployment.
22. Cireson will not be responsible for any major design issues, configuration issues, or health issues identified during the engagement pertaining to infrastructure or applications not directly developed or configured by Cireson. As an example, Cireson would not be responsible for any identified network configuration or health issues impacting connectivity or performance issues with the overall solution.
23. Client’s infrastructure including, but not limited to; Windows Server(s), Hypervisors, Active Directory, DNS, DHCP or any system(s) and service(s) utilized in respect to the developing, developed or deployed solutions proposed in this Statement of Work is in a healthy, operable, working state as deemed by Cireson’s technical staff in all Active Directory domains wherein the developing, developed or deployed solutions or technologies will be used within.

24. Client's Asset Management data ("Data"), which will be utilized within the scope of this project shall be prepared by Client ahead-of-time, prior to the project start date. This Data will be evaluated, and if the Data is deemed to require additional normalization and rationalization as determined by Cireson's technical staff, or resulting in additional work as determined by Cireson's technical staff, Cireson will notify the Client Primary Contact detailed in this document. Additional time may be requested in the form of an Addendum to this SOW or Change Request to accommodate for any delays in schedules due to additional normalization and rationalization activities.

Customer Responsibilities

1. All system infrastructure required by the Cireson Asset Management will be procured by client
2. Client shall designate a representative to be the Client Primary Contact. This representative shall be the focal point for all communications relative to this project and shall have the authority to act on Client's behalf in matters regarding this project.
3. Client shall provide accurate information regarding network provisioning, TCP/IP settings, server hardware details, software versions, or regulatory requirements. Inaccurate information may add time and cost to the project.
4. Client shall grant Cireson adequate and reasonable access to their network, servers, and end-user's PCs where necessary. If such access requires authorization and provisioning, Client shall inform Cireson in advance.
5. Client shall provide adequate working space at Client's site for Cireson to work while on site.
6. Client shall provide Internet access to Cireson while on site.
7. Client is responsible for all appropriate back-ups.
8. Client shall assume all responsibility for site preparation, including space, cabling and electrical requirements.
9. Client's employees shall be made reasonably available to Cireson to answer questions and provide important information concerning the project (network design, existing Client processes, IP addresses, usernames and passwords, etc.). Client shall respond to such requests in a timely fashion or additional charges may apply.
10. Client shall ensure that Cireson is notified of any issues likely to impact this SOW.
11. Client shall provide or secure any specific skills, knowledge, and planning for each application that is within the scope of this project.
12. Client is responsible for providing client-owned or licensed copies of any client or third-party software that Cireson installs on the Client's behalf.
13. Client is responsible for having all hardware ready prior to Cireson coming onsite.

Staffing and Deliverables

Staffing

Key Cireson roles are described below.

Role	Responsibilities
Cireson SCSM / Asset Management Consultant	<ul style="list-style-type: none"> • Work with engagement team to develop technical requirements, detailed technical designs and execution of implementation plans. • Verify system test plans and development strategies. • Participates in architectural design and implements said designs throughout the entirety of the project.
Cireson Consulting Services Team	<ul style="list-style-type: none"> • Provides general guidance on critical issues identified during envisioning, planning, development, stabilizing, and deployment phases in order to ensure proper development and alignment to the Microsoft System Center 2012 best practices.

Deliverables

Deliverable	Description
Quick Start Implementation of the Cireson Asset Management	<ul style="list-style-type: none"> • Installation of the Cireson Asset Management software • General configuration of the Cireson Asset Management software • Cross-Training on general use cases within the Cireson Asset Management software
As Built Documentation	<ul style="list-style-type: none"> • As-built documents refer to the drawings, operational documents, maintenance manuals, data sheets and other documents that outline the solutions put in place by Cireson during the term of the engagement. In summary, these documents accurately record the details of all completed works.
Weekly Status Reporting	<ul style="list-style-type: none"> • A simple document that exists between Cireson and the Client which allows the internal teams to periodically update everyone as to where the project is in relation to where it should be at that point in time. This will be documented and disseminated on a weekly basis as dictated by the Client to ensure communications of project status and risk for all members of the Client and Cireson teams respectively.

Project Costs and Payment Terms

Activity Plan and Fee Schedule

The table below summarizes the phases, effort (by role), and investment (by role, and phase) planned for the completion of this engagement. Cireson shall provide Customer the services described above on a time and material fashion basis.

Phase/Task	Objective	Estimated Hours	Rate per Hour	Amount
Project Kickoff/Closure				
	Overall Project	2	\$300	\$600
Phase 1: Project Envisioning				
	Overall Project	3	\$300	\$900
Phase 2: Project Planning				
	Overall Project	3	\$300	\$900
Phase 3: Agile Development Cycle				
	QS Implementation of Cireson AM	52	\$300	\$15,600
Phase 4: Deployment				
	QS Implementation of Cireson AM	20	\$300	\$6,000
Project Management				
	Project Management	8	\$175	\$1,400
Total		88		\$25,400

- The estimates above are exclusive of applicable taxes
- The above totals represent Cireson's commercially reasonable efforts to accurately determine the labor required to perform the defined project.
- The project will be billed on Time & Materials. Throughout the life cycle of the project additional effort may be identified to complete project objectives. The Cireson team will communicate the need for additional effort for such objectives, as they are identified, and the Change Request process will be followed (see [Change Requests](#)).
- The rates quoted above are for work done during normal business hours (see [Business Hours](#)). Any work required to be done during off-hours will be billed an additional \$100/hr.

Business Hours

Normal **onsite** business hours are Monday through Thursday 8:00 AM – 6:00 PM local time. Normal **offsite** business hours are Monday through Friday 8:00 AM – 4:00 PM local time. All Holidays observed by Cireson are excluded.

Travel and Living Expenses

Below represents the total number of Onsite trips, hotel nights, and car rental days estimated for this project: Travel expenses are included in the total cost shown in the Professional Service Fees section.

Project Week	Onsite\Offsite	Trips	Hotel Nights	Car Rental (Y/N)
Week 1	Onsite	1	4	Y
Week 2	Remote	0	0	N
TOTAL		0	0	0

Terms

- On-Site Travel requires a minimum of 40 hours per week scheduled in advance for travel request approval.
- Services performed under this SOW shall be invoiced twice monthly and payable with NET 30 terms.
- The estimates above are exclusive of applicable taxes
- The above totals represent Cireson's commercially reasonable efforts to accurately determine the labor required to perform the defined project.
- The project will be billed on Time & Materials. Throughout the life cycle of the project additional effort may be identified to complete project objectives. The Cireson team will communicate the need for additional effort for such objectives, as they are identified, and the Change Request process will be followed (see [Change Requests](#)).
- The rates quoted above are for work done during normal business hours (see [Business Hours](#)). Any work required to be done during off-hours will be billed an additional \$100\hr.
- Unless otherwise agreed to by Cireson, if the project start date is delayed or project canceled by the client for any reason within 14 days of the scheduled project start date the client will be responsible for any fees associated with changing travel arrangements as well as any lost productivity of the consultant (up to 40 hours of billable time). Total lost productivity will be determined by the number of hours the consultant would have been utilized within the engagement based on the current start date minus any utilization Cireson is able to assign to the consultant during the same period. Cireson will make a reasonable effort to assign billable utilization to the consultant in this scenario.

Change Requests

The fees and estimated hours quoted are based on Cireson executing the required tasks on a specific schedule. Any deviation from this scope or schedule could result in corresponding changes to the estimated price, estimated dates, responsibilities, or other provisions of the project. Changes will be

accommodated with a Change Request Form or a separate SOW as deemed appropriate by both parties.

Approvals

Both parties warrant and represent that they have authority to execute this SOW on behalf of their companies and bind them to the obligations stated within.

Cireson

City of Ann Arbor

BY: _____

BY: _____

(Authorized Signature)

(Authorized Signature)

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Please acknowledge acceptance of this with signature above.

Email or deliver this signed document to:

Contact Name:	Justin Roux
Street Address	3960 W. Point Loma Blvd, #H290
City, State, Zip:	San Diego, CA 92110
E-Mail Address:	Justin.Roux@cireson.com
Phone #:	(813) 230-4770