
INSIGHT STATEMENT OF WORK

M365 CHANGE AND TRAINING SERVICES

PREPARED FOR SONOMA COUNTY - INFORMATION SYSTEMS

January 25, 2022

Statement of Work # 43562

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M365 Change and Training Services

1. PARTIES

"Insight"

Insight Public Sector, Inc.
13755 Sunrise Valley Drive, Suite 750
Herndon, VA 20171
Attn: Jill Blasey-Ciociola

"Client"

Sonoma County - Information Systems
2615 Paulin Drive
Santa Rosa, CA 95403
Attn: Jonathan Kajeckas

2. ENTIRE AGREEMENT

This SOW, including the Agreement and all documents either attached or incorporated by reference, forms the entire agreement with respect to the subject matter in this SOW. If there is a conflict between the SOW and the Agreement, the Agreement will control with respect to the subject matter thereof, unless expressly amended in this SOW. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Terms not defined in this SOW have the meaning attributed to them in the Agreement unless otherwise specified in this SOW. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party. Any general description of the services or results thereof contained in any summary or related information accompanying this SOW, is for informational purposes only and does not constitute part of the agreement between the parties or, modify any agreement or SOW between the parties.

3. SCOPE OF SERVICES

3.1. Service Description

Insight is currently working with Client on an M365 Migration including a move from on premise version of Office and Outlook to the cloud and MFA.

Azure MFA will be rolled out prior to any online services. Mailboxes will be moved first; at the same time, they will be piloting Teams and SharePoint. Individual drives to OneDrive will then follow along with the M365 Desktop Apps. There is an estimated user base of 4,100.

Client has requested that Insight provide organizational change management (OCM), communication, and training assistance for the following apps:

- Teams to include Planner
- Outlook SharePoint
- Word/Excel/PowerPoint
- OneDrive
- SharePoint for end users and content managers

3.1.1. Scope and Approach

Strategize Phase

The first step in our process is the completion of an OCM, communication and education strategy. The strategy work is in progress and will be completed under the existing M365 Migration SOW. Any remaining strategy work will be performed under this SOW.

Create Phase

OCM, communication, and education development work will be completed under the existing M365 Migration SOW. Any remaining development work will be performed under this SOW.

Implement Phase

During the Implement Phase, Insight will support OCM, communication, and education-related activities detailed in the Strategy and Plan developed and mutually agreed upon by Insight and Client.

Insight will provide OCM Execution support to assist with communication development and delivery as follows:

- Full-time: 6 weeks
- Part-time: 4 months; 20 hours per week

Insight will deliver courses virtually via Teams for white-glove support. Delivery of custom course and provide support including:

- Up to 442 hours
- Schedule to be identified during the strategy
- One recorded session of each course via MP4

Measure Phase

During the Measure Phase, Insight's consultants will complete a weekly status report for Client for the project. In addition, Insight will provide project metrics, comprehensive curriculum development tracker, dashboard, project status reports, and competency assessments (Level One, Level Two, and other) during the Measure Phase. Upon completion of this engagement, Insight will conduct a formal project closeout meeting to ensure expectations were met.

3.1.2. Location

Performance of the Services will be remote.

3.2. Project Management

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

3.3. Deliverables

Insight will provide the following Deliverables:

OCM

- Strategy deliverables not completed under the existing M365 Migration SOW
- Development deliverables identified during the strategy not completed under the existing M365 Migration SOW
- OCM execution support

Communication

- Strategy deliverables not completed under the existing M365 Migration SOW
- Development deliverables identified during the strategy not completed under the existing M365 Migration SOW

Education

- Strategy deliverables not completed under the existing M365 Migration SOW
- Development deliverables identified during the strategy not completed under the existing M365 Migration SOW

3.4. Insight Responsibilities

1. All communication materials will be delivered in a format agreed upon by Client and Insight.
2. Insight will provide Client with a Technical Requirements document upon completion of the Strategize Phase. Once Client has provided written approval of the Technical Requirements document, the document will detail the technical requirements for the multimedia learning solution. Any changes to the learning solution's technical requirements will be documented in a Change Request, detailing additional work effort and associated cost.
3. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

3.5. Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. Client will designate a Project Sponsor to serve as Insight's primary point of contact.
2. Client will provide Insight with access to process SMEs as required throughout the project.
3. Client personnel will be available to Insight to provide initial project requirements and guidelines for technical parameters. A Client technical representative will assist developers in testing technical solutions as they are developed.
4. Client will coordinate the collection of all feedback and inputs at each stage of the project and will only provide Insight with consolidated feedback that is actionable.
5. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.
6. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.

7. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, LAN connectivity, printer access, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
8. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
9. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
10. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
11. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
12. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
13. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
14. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

3.6. Project-Specific Assumptions

1. Insight and Client will mutually agree upon a workplan for the engagement as described above. Any adjustments or timeline changes by Client may require adjustments to the Insight timeline, investment, or resource allocation.
2. Insight and Client will mutually determine an approval process and review a timeframe for all deliverables during the project planning phase.
3. Class size is limited to a maximum of 50 students per training session.
4. All project changes must be made in writing at least 10 working days prior to the scheduled engagement. Once project work effort has begun, all work stoppage requests must be received in writing at least 10 business days prior to the stoppage date.
5. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

Education Development Assumptions

6. The script for the multimedia learning solution will be developed with the assistance of and approval of Client.
7. Insight and Client will work together to determine the creative concept for the multimedia learning solution. Insight will obtain approval of the creative concept from Client prior to developing the multimedia learning solution. The design developed for the multimedia learning solution will be used as the basis for the overall education program.
8. Any changes requested following the approval of the prototype or user interface will impact the entire course and will result in a Change Request.
9. All eLearning courseware required for an LMS will be SCORM 1.2 compliant.
10. Insight cannot guarantee the speed at which the eLearning courseware will run in the Client LMS. Insight does not have control over many factors that affect the speed.
11. Client will be responsible for the overall integration of the multimedia learning solution into the Client LMS.
12. Insight will provide all content for training and assessments based on material provided by Client including assessment questions, answers, and feedback content. The assessment will be developed by Insight and will follow technical guidelines established by Client.
13. Insight's work effort and pricing is based on the parameters and the acceptance of the parameters detailed in this SOW. If any technical, functional, or content requirements change, all pricing, work effort, and delivery dates are subject to change.
14. During the development process, Insight adheres to a 3-business day Client approval timeframe on all Deliverables listed on the Create Phase tables to ensure the most efficient project development possible.
 - a. Additional time taken during the Client approval phase results in delayed project completion and may result in changes to project billing schedules and lost project team member productivity; therefore, additional costs will be added to the project to compensate for staff down time experienced as a result of approval delays.
15. This engagement does not include development tool licenses (i.e., Enable Now), database, or third-party product, and application server licenses.

3.7. Change Request Procedure

If either party identifies alterations to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form.

Change Request Forms are proper in the following examples as well as other situations identified by the Parties:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where change over time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided or the nature of services provided at a site

Each party's respective management will review the Change Request Form to determine whether a modification to the scope is necessary and what effect the implementation of such a change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable change request), Insight will be relieved of any affected service levels. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service. Notwithstanding the foregoing, Insight may make changes to the Services, the standards, operation procedures, allocation and quantity of system resources used, and administrative processes that do not have a material adverse effect on the service levels or cause an increase to the fees without the consent of Client.

4. SCHEDULE

4.1. Start Date

The project start date will be mutually determined by Insight and Client. A lead time up to 20 business days may be required for scheduling purposes. If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client will incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

4.2. Estimated Duration

The Project's duration will be approximately 64 weeks.

5. PRICING/INVOICING

5.1. Time and Materials Pricing – No Daily Minimum

This engagement will be billed on a time and materials basis. Costs incurred by Client will be based on the actual time worked. Client will reimburse Insight for travel expenses, if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
Project Management <ul style="list-style-type: none"> Part-time for 6 months 10-16 hours per week 	290	\$160.00	\$46,400.00
OCM/Communication			
OCM/Communication Strategy	16	\$165.00	\$2,640.00
OCM Execution <ul style="list-style-type: none"> Full-time for 6 weeks Part-time for 4 months, approximately 20 hours per week 	900	\$165.00	\$148,500.00
Communication Toolkit Development <ul style="list-style-type: none"> 8 deliverables 	88	\$165.00	\$14,520.00
Education			
Education Strategy	60	\$160.00	\$9,600.00

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
Course Development <ul style="list-style-type: none"> Includes development of virtual instructor led training materials and microlearning 	772	\$140.00	\$108,080.00
Training Delivery <ul style="list-style-type: none"> Includes training delivery and MP4 recording 	442	\$140.00	\$61,880.00
Total Estimated Amounts	2,568		\$391,620.00

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

5.1.1. Invoicing

Insight will invoice Client on a monthly basis for the actual hours worked, plus any travel-related expenses and taxes incurred (if applicable).

5.2. Pricing Notes

- Pricing is valid for 30 days from the date of this SOW.
- Pricing is based on services being performed on contiguous days and in a 40-hour work week.
- Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
- If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
- Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.

6. SPECIAL TERMS AND CONDITIONS

6.1. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

6.2. Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

6.3. Travel Expenses

If travel is required, Insight will bill according to the following policy:

- Air transportation, ground transportation, and lodging will be billed at actual cost.

- Meals will be invoiced at a flat per diem of \$48.00 without receipts. A flat per diem of \$60.00 without receipts will apply in NYC Metro Area (NY/NJ); California; Chicago, Illinois; Alaska; Hawaii; and Puerto Rico. Meal per diems will be prorated based on time of arrival and departure.

Insight's pricing and travel estimate assumes consultants will travel to a single continental U.S. geographic location per week, 14-day advance purchase of airfare, and up to a maximum of 4-night hotel stay, if applicable.

6.4. Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out-of-scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

6.5. Acceptance

After Insight delivers a Service or Deliverable to Client, if such Service or Deliverable does not substantially conform to the requirements in the applicable SOW, then Client must provide Insight with written notice adequately detailing such non-conformance no later than 5 days following the date such Service or Deliverable was provided to Client. If Client fails to provide notice within this 5-day period, the Service and Deliverable will be deemed accepted.

6.6. Reference

Insight may use the Services as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Client.

6.7. Case Study

Insight may ask Client to serve as an account case study for Insight. If Client agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Services (to be reviewed in advance by Client), in conjunction with Client's name.

6.8. Portfolio

Insight retains the right to reference work produced as part of a portfolio of work including, but not limited to, featuring the work in printed and online marketing collateral.

6.9. Intellectual Property

Insight retains all right, title and interest in, without limitation, any works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created or reduced to practice by Insight ("Insight IP") which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this Agreement. Upon payment in full of all amounts due Insight, all works of authorship developed, invented or created by Insight specifically for Client in accordance with the details specified in the applicable SOW as part of the Services performed by Insight (the "Work Product"), except for any Insight IP contained within such Work Product, shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

7. DOCUMENT MANAGEMENT

Title	Party	Name
Project Sponsor	Sonoma County - Information Systems	Jonathan Kajeckas
Account Executive	Insight	Marty Mallari
Technical Approver	Insight	Michele Snead
Service Leader	Insight	Dinah Strayer
Scope and Price	Insight	Jill Blasey-Ciociola and Shawna Ferguson
Contract Specialist	Insight	Virginia Foster

8. SIGNATURE BLOCK

By signing below, the undersigned agree they are bound by the terms of this SOW and the Agreement.

Insight		Client	
By:	<hr/> <i>Authorized Representative</i>	By:	<hr/> <i>Authorized Representative</i>
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

8.1. SOW Processing

The following section **must be completed** before this SOW can be processed:

Invoicing Procedures:

16. Method (Client to select one option below):

- ☐ **Mail Invoice** – Hard copy invoice will be mailed to:

Company Full Name:

Address:

Attention: Accounts Payable or:

Accounts Payable Contact:

Phone:

- ☐ **Email Invoice** – Invoice copy will be sent electronically via email to:

17. PO Process (Client to select one option below):

- ☐ Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received.

PO Number:

PO Release Number (if applicable):

Internal Billing Reference Number/Name:

- ☐ Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.