



Statement of Work for Consulting Services

**Prepared by Bridge Data Solutions
for North Slope Borough School
District**

Project:
Migration to Cloud Implementation

To the attention of:
Reggie Santos
North Slope Borough School District

Date:
January 6, 2024

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Section 1. Professional Services

Bridge Data Solutions will provide professional services, at a Time and Materials rate to North Slope Borough School District (CLIENT) under the terms and conditions set forth in this Statement of Work ("SOW").

Section 2. Scope of Work

1.1 Tasks and Activities

Based on the information provided, Bridge Data Solutions will work on the following Tasks and Activities, to provide the Deliverables as part of the North Slope Borough School District – Migration to Cloud Implementation engagement.

The project is Time and Materials with the following tasks in scope:

1. Confirm access still works and setup plan review discuss all variables, orders of business and maintenance windows
2. Address any health issues that may be at play with all in-scope servers prior to migration.
3. Make any final changes to the plan aspects before proceeding and set a maintenance window.
4. Make sure that Exchange Hard Drive is at the Co-Lo and accessible.
5. Test connectivity and obtain a data transfer baseline prior to doing full hybrid migration.
6. Configure and build out on-prem anonymous ingest/forwarder Linux mail server box preferably Exim as a proof of concept then begin testing mail routes, also discuss the disposition of SNMP and assist with getting SNMP as needed.
7. Deploy Ingest/Forwarder Solution and then configure all anonymous SMTP devices to point to this server also ensure server is forwarding copies to the M365 EXO tenant.
8. Begin UAT with a small positive focus group and come up with a test plan for testers to execute.
9. Post-migration support, ensure all bugs are fixed for in-scope migration

10. Project Conclusion and Completion Summary

11. Return of creds and access.

Assumptions:

- 1) Customer to supply VPN or Remote Desktop access
- 2) Remote access will be available and granted to all devices in-scope of this SOW
- 3) All devices being accessed will have Active Vendor Support Contracts
- 4) All relevant, existing network documentation will be provided prior to the start date of the engagement

1.2 Deliverables

Deliverables associated with project:

- Documentation showing the following:
Project Conclusion and Completion Summary

1.3 Out of Scope

All items not specifically included in the Tasks and Activities and Deliverables subsections are out of scope.

- 1) Delivery of equipment between the sites.
- 2) Installation, configuration or troubleshooting of Customer equipment beyond tasks listed above.
- 3) Training and documentation unless included in project scope.
- 4) Installation parts or installation materials
- 5) Installing, de-installing or accessing equipment within a custom mount or custom frame unless otherwise noted herein
- 6) Additional hardware not listed in this SOW
- 7) Electrical Work
- 8) Out of scope services will be subject to additional T&M fees
- 9) The Site Installation charge will be billed if cancellation or rescheduling of appointment occurs three (3) days or less prior to scheduled install.

Section 3. Project Fees and Payment Terms

1.4 Project Fees

Client agrees to pay Bridge Data Solutions the hourly rates set forth below. All stated prices are exclusive of any taxes, fees, duties, or other amounts, however designated, and including without limitation value added and withholding taxes that are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of Bridge Data Solutions). Any taxes related to Services purchased or licensed pursuant to this SOW shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

Bridge Data Solutions shall not commence providing the Services until this SOW is signed and accepted. Signed

SOWs can be emailed to the Project Coordinator or Account Manager or faxed to 888-509-0871.

Bill Type	Bill Rate	Estimated Hours	Estimated Amount
Normal	\$225/hr	50	\$11,250.00
After Hours	\$250/hr	40	\$10,000.00
Holiday	\$350/hr	10	\$3,5000.00
	Estimated Total:		\$24,750.00

The project fees for this SOW are an estimated 100 hours for Professional Services Engineer time, which will be billed at the rates described above for this SOW. Client will be invoiced on actual hours worked and the total number of hours may be different then the estimate. Client will issue a Purchase Order to Bridge Data Solutions for the total hours specified in the SOW. Bridge Data Solutions will invoice Client the first week of every month for the previous month's worked hours (per timesheets filled out by Bridge Data Solutions). Client agrees to issue a new Purchase Order to Bridge Data Solutions once the hours utilized reaches 80% of the total, unless Bridge Data Solutions expects the Services to be completed within the remaining hours under the existing Purchase Order.

1.5 Payment Terms

Bridge Data Solutions will invoice the Client monthly for each Time and Materials resource. All invoices submitted by Bridge Data Solutions shall be paid by the Client within thirty (30) days from date of invoice.

Section 4. Resource Scheduling

Within 10 business days of receipt of the signed SOW, Bridge Data Solutions will discuss scheduling the delivery of these services.

Section 5. Engagement Assumptions

- Bridge Data Solutions assumes CLIENT will procure and have readily available appropriate hardware, licenses for software products, and features that are applicable to this engagement.

Section 6. Personnel

Bridge Data Solutions shall, in its sole discretion, assign, replace or reassign its Project personnel and/or subcontract to qualified third persons part or all of the performance of the Services. Client may request the removal or reassignment of any Bridge Data Solutions personnel at any time; however, Client shall be responsible for extra costs relating to such removal or reassignment of Bridge Data Solutions personnel. Bridge Data Solutions shall not have any liability for any costs that may occur or Project delays due to such removal or reassignment of Bridge Data Solutions personnel.

Client agrees that it will not hire any current or former employees of Bridge Data Solutions who are involved in the Services under this SOW or any other SOW between Bridge Data Solutions and Client during the term of any and all SOWs between Bridge Data Solutions and Client and for a period of one (1) year thereafter from the expiration date of each SOW. As liquidated damages, and not as a penalty, should Client hire a current or former Bridge Data Solutions employee in violation of this section, Client shall pay to Bridge Data Solutions an amount equal to the annual compensation of such employee on the date the employee is hired. If payment is not made on such date, the liquidated damage payment shall be two (2) times the annual compensation of such employee.

Section 7. Travel Expenses

1.6 Travel Expenses

There are no travel expenses associated with this project.

Section 8. Client Responsibilities

Provide timely access to people and information including, but not limited to, the following areas:

- Operations personnel knowledgeable of system and network administration and problem resolution flow.

- Applications knowledgeable personnel for the applications that will be running on the systems.
- Management personnel who are knowledgeable of the architecture of the engagement to resolve issues that occur during the engagement. These people shall be designated in advance and be readily available to the Bridge Data Solutions consultants. To the extent possible, meetings will be scheduled in advance. However, access on an ad hoc basis may be necessary as work proceeds.
- Schedule and facilitate 'down-time' for systems and applications during certain periods during the engagement.
- Provide appropriate work areas for Bridge Data Solutions consultants when they are onsite. This includes a quiet work area, telephone access, printer access, Internet access, and fax access.
- Provide all necessary security access to the locations where the work is to be delivered.
- Provide all the necessary support agreements for the software that is needed for the environment.
- Provide the specified/required floor/rack space, power and network connectivity for a single timely installation of the new hardware configuration.
- To have any and all licensing issues related to the movement of applications understood and resolved. New license key codes, if required, are obtained.
- To have all application sources readily available in the event of having to reload applications from scratch.
- Provide Client personnel to perform all required backup of its data prior to work being performed by Bridge Data Solutions technical specialists.

Section 9. Changes or Additions to SOW

Either Client or Bridge Data Solutions may request changes or additions to this SOW by submitting to the other party a written document that requests a change in the scope of services or an adjustment of the price or schedule. The parties shall agree upon changes or additions to this SOW by executing a Change Request that describes the requested changes or adjustments in detail. If a Change Request will increase or decrease the cost or time required to complete this SOW, the Change Request shall set forth the appropriate adjustments to completion deadlines and/or compensation. Changes requested by either party shall not be implemented until both parties approve the Change Request in writing.

Section 10. Termination

Either party may terminate this SOW for material breach upon thirty (30) days' written notice specifying the nature of the breach, if such breach has not been

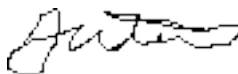
substantially cured within the thirty (30) day period. During the 30-day cure period for termination due to breach; each party shall continue to perform its obligations under this SOW. Either party may terminate this SOW immediately upon provision of written notice if the other party becomes insolvent or files for bankruptcy. If this SOW is terminated, Client shall pay Bridge Data Solutions for all Services performed in accordance with this SOW and reimburse Bridge Data Solutions for all costs and expenses incurred in performing those Services, including all non-cancelable costs incurred prior to termination but paid after the termination date. Client shall immediately pay for all Services actually performed, even if the parties' original payment schedule deferred payment for certain services (e.g milestone-based payments) until a later time. Client shall pay for all actual costs, including time spent by Bridge Data Solutions personnel (which shall be billed at Bridge Data Solutions's standard daily rates in effect as of the date of the termination notice), incurred to complete activities associated with the termination.

Section 11. Statement of Work Acceptance

Migration to Cloud Implementation Services Consulting from Bridge Data Solutions for North Slope Borough School District

Acceptance:

To confirm our retention and authorize work to begin on your engagement, please return two (2) signed copies of this SOW along with a copy of the Purchase Order, if required. Alternatively, you may FAX a copy to 888.509.0871. Upon acceptance by Bridge Data Solutions, a counter-signed copy will be returned to your attention.

Accepted By:**Accepted By:****North Slope Borough School District****Bridge Data Solutions**

Authorized Signature

Authorized Signature

Justin Stevens

Name

Name

Director of Engineering

Title

Title

Saturday, January 06, 2024

Date

Date

Section 12. Appendices

Appendix A. Terms & Conditions

Appendix A. Terms and Conditions

- This SOW is for services only and the pricing shall remain valid for 90 days from date of issuance of this SOW to Customer, for services completed within one year of signed date of acceptance of this SOW.
- All services are provided under Bridge Data Solutions standard terms and conditions which are found at <http://www.bridge-data.com/BDSTCsales.pdf>, and are incorporated herein by reference.
- Only activities identified in this SOW will be performed. If other work is desired or additional activities are identified, a Change Order or new SOW will be required prior to completion of that work or those activities.