INTERNAL CONTRACT REQUISITION FORM

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

CONTRACTOR/VENDOR NAME: WICKESOFT

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VENDOR #: 1000018464

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(UG) PROCEDU	ting Construction LeaseO RFP/IFB/RF (UG) PROCEDURES APPLICA RANT NUMBER MATERIAL GROUP# 0069 COUNTY ATTORNEY
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NORTH CAROLINA DURHAM COUNTY

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 7th day of October 2019 by and between the COUNTY OF DURHAM (hereinafter referred to as "County") and WICRESOFT (hereinafter referred to as "Contractor").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated June 24, 2019, for the provision of Support Renewal, (hereinafter the "Original Agreement"); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

- 1. The Term of the Original Agreement is hereby extended through June 23, 2020.
- 2. The compensation paid to Contractor shall be an amount not to exceed \$60,000.
- 3. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE. CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to "confidential information" or "personal identifiable information".

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

3.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 - 1. Information of the COUNTY or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
 - 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 - 3. Information contained in the COUNTY's personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 - 4. Citizen or employee social security numbers collected by the COUNTY.
 - 5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
 - 6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
 - 7. Any attorney/client privileged information disclosed by either party.
 - 8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
 - 9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
 - 10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

- **3.2 RESTRICTIONS**. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
 - a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
 - b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work

- contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantiality the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the Country's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.
- **3.3 EXCEPTIONS**. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:
 - a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
 - b. Or becomes publicly known through no wrongful act of CONTRACTOR;
 - c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
 - d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
 - e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;

- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.
- **3.4 <u>REMEDIES</u>**. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.
- **3.5 DATA SECURITY**. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affect persons, the CONTRACTOR shall bear the cost of the notice.

- 3.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of "confidential information" and "personal identifiable information", by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.
- 4. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County's contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County's contracting programs. As part of the implementation of the MWBE Program, Contractors shall complete Attachment 2 MWBE Utilization Form, to provide the percentage/dollar value being subcontracted to any minority or women-owned business being utilized on this contract. Attachment 2 is hereby incorporated herein and made a part of this contract.
- 5. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
- 6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM	
By:	
Print Name/Title:	
Date of Signature:	_
	This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.
	Susan Tezai, Durham County Chief Financial Officer
CONTRACTOR	
By:	
Print Name/Title:	
Date of Signature:	_



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	he terms and conditions of the policy, ce ertificate holder in lieu of such endorser			cies may require an endo	rsemen	nt. A stateme	nt on this ce	rtificate does not confer	rights t	o the
PRO	DUCER				CONTAC NAME:	Dyla Tou	ıff			
GC	G Risk Management Consultants	LLC			PHONE (A/C, No.	(047)	157-3000	FAX (A/C, No):	847) 457-	3100
Th:	ree Parkway North				E-MAIL ADDRES	s: Dyla.Tou	ıff@gcgfin	ancial.com		
Su	ite 500							NAIC #		
De	erfield IL 6001	.5			INSURERA: National Fire Insurance Of Hartford					
INSL	JRED				INSURER B: Continental Casualty Company					
Wi	cresoft North America							rance Company		
13	810 SE Eastgate Way				INSURE					
Sto	e 560				INSURE					
Be:	llevue WA 9800	5-4	400		INSURE					
co	OVERAGES CERTIFICATE NUMBER; CL197908900 REVISION NUMBER:									
II C	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	NSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	;	
	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
A	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
			Y	5088151880		3/21/2019	3/21/2020	MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	ANYAUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS		Y	5088151880		3/21/2019	3/21/2020	BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					5		PROPERTY DAMAGE (Per accident)	\$	
									\$	
	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	6,000,000
В	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	6,000,000
	DED RETENTION \$		Y	5088151975		3/21/2019	3/21/2020		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	1,000,000
C	(Mandatory in NH)	``^	Y	5088151930		3/21/2019	3/21/2020	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Errors & Omissions			5088151880		3/21/2019	3/21/2020	Limit/DED \$25,000		\$5,000,000
A	Crime Incl. 3rd Party Coverage			592395141		7/1/2019	7/1/2020	Limit/ DED \$25,000		\$3,000,000
_										
Wa.	CRIPTION OF OPERATIONS/LOCATIONS/VEHICLES iver of Subrogation applies un licies. Umbrella policy follow	der	the	General Liability	Auto	Liabilit	y, and Wor			
CE	RTIFICATE HOLDER				CANC	ELLATION				
	Durham County 200 East Main Street 5th Floor Durham, NC 27701				SHOUTHE ACC	ULD ANY OF TI EXPIRATION D	ATE THEREOF H THE POLICY	SCRIBED POLICIES BE CAN , NOTICE WILL BE DELIVER PROVISIONS.		BEFORE
	8				Steve	Felker/C	40	Atala C	an	

Prepared for Durham County Government	Qua	otation valid	until:	10/31/2019		
OnePPM KickStart Package - PHASE 2						
Deliverables	Qty	Hours		Price		Total
Project Online Services					\$	21,000
OneAnalytics - PowerBl Report Pack (Annual Subscription Fee)	1		\$	5,995	\$	5,925
Deploy OneAnalytics Report Pack	1	12	\$	2,700	\$	2,700
One PPM Build to Order (BTO) Configuration Services	1	30	\$	6,750	\$	6,750
Quality Assurance Services	1	25	\$	5,625	\$	5,625
Training		Days			\$	9,000
Project Online for Project Managers	1	2	\$	2,000	\$	4,000
Project Online for Resource Managers - OPTIONAL	0	1	\$	2,000		
Project Online for Team Members - OPTIONAL	1	0.5	\$	2,000	\$	1,000
Project Online for Executives - OPTIONAL	0	0.5	\$	2,000		
Project Online for Functional / Application Administrators 101 - Introduction	1	1	\$	2,000	\$	2,000
Power BI Reports Building Training	1	1	\$	2,000	\$	2,000
Support		Hours			\$	-
Post Launch Support	0	0	\$	-	\$	
	One-Time	Fees and E	stimat	ed Services	3	30,000

Available Payment Terms:

Purchase Orders: Place order by emailing a signed copy of this SOW along with Purchase Order # to danb@wicresoft.com

Travel and related expenses (if applicable) are additional and will be invoiced at actual cost as incurred.

Customer Invoice Information						
Customer Name				PO Number A/P Contact Nam		
Street Address				Contact E-mail Addres	s	
City		State/Provinc	e	Phone		
Country		Postal Code	Fax			

Contractor Responsibilities

Wicresoft will provide the Services and personnel to complete the Deliverables set out herein. Wicresoft warrants that it shall provide the Services in a professional and business-like fashion and in accordance with industry standards. Unless otherwise explicitly stated in this Agreement, no other warranties shall apply.

WICRESOFT

13810 SE Eastgate Way Suite 560 Bellevue, Washington 98005

Statement of Work # DCG 0919 for Agreement to Perform a Microsoft Project Online Implementation & Consulting Services for Durham County Government



Date:

September 1, 2019

Services Performed By:

Wicresoft

13810 SE Eastgate Way Suite 560 Bellevue, Washington 98005 **Services Performed For:**

Durham County Government

200 East Main Street Durham, NC 27701 Attn: Greg Marrow

Statement of Work # DCG 0919 (hereinafter called the "SOW"), effective as of September 1, 2019, is entered by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibits(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

This SOW supplements previously executed SOW between the parties and adds additional required work related to solution configuration, quality assurance, training, and reporting analytics.

Microsoft PPM Solution Overview

Microsoft Project Online is a powerful online solution for Project Portfolio Management (PPM) and everyday work. Delivered through Office 365, Project Online enables organizations to get started, prioritize project portfolio investments and deliver the intended business value—from virtually anywhere on nearly any device.

The key to delivering project value is building highly productive teams that can find the information they need instantly to do their work and achieve their business goals. Today, project teams must be able to collaborate virtually anywhere, via any means, to keep the conversation active and the projects progressing. Connecting people empowers productivity, increases knowledge and builds confidence; confident teams outperform disconnected project teams every time.

Every Feature you need to manage your projects online:

Forecast, Plan and Manage Demand

Demand can come from anywhere. Strategic projects, operational activities and IT initiatives are just a few that could impact the work already in motion.



Gain Control of your Resources

Managing your resources effectively is the number one way to reduce costs across the organization. Your people are your most valuable asset, but they are also your biggest expense. Know exactly what your resources are working on regardless of whether it is project, operational or service related.



Align and Strengthen Your Portfolio

Due to the ongoing shifts in the economy, discretionary spending has been reduced and the constant need to justify business decisions has forced business leaders to tighten controls. The perfect combination of value optimization and resource utilization has become essential for project success.





Stay On Top of Issues and Risks

Being able to predict and prevent potential project issues will help you make better decisions across the board and is a critical component of project management best practices. Should risks occur within your projects, mitigation can mean the difference between project failure and success.



Improve Everyday Collaboration

Work seamlessly with others to effectively track status and manage changes.

Quickly deliver project information to your team and easily receive their changes from virtually anywhere with improved task list synchronization between Project and Office 365 or SharePoint.

Kick off real-time conversations right from your project with Project's new integration with Skype for Business and Skype for Business Online.



Not everyone is a seasoned project manager but most everyone has projects to manage. Without a blueprint of where you are going, it can make it impossible to execute on projects with accuracy and efficiency. Regardless if you are a professional or occasional project manager, Wicresoft has the right tools to help you manage your work.



Gain Insights Through Reporting and BI

Without key insights into projects, work, and resources, the ability to make the right decisions is nearly impossible. One of the biggest challenges for many organizations is the ability to understand, organize, and display the data that is being captured. Proactive work performance and productivity begins with the outputs.



Deployment Approach

Wicresoft is pleased to provide a proposal to assist and guide Durham County Government through an implementation of the Microsoft Project Online solution enhanced by Wicresoft OnePPM - KickStart. Wicresoft OnePPM KickStart is built on Microsoft Project Online to help drive project productivity across your modern workplace. We have taken our experiences of working with many Project and Project Management customers to create a preconfigured Microsoft Project Online solution app, OnePPM - KickStart, incorporating industry best practices. This pre-configured solution accelerates time to value for our customers.

Proven	Simple	Fast
Powerful preconfigured digital applications incorporating industry best practices.	Packaged solution prioritizing your key needs without the time, cost and risk associated with building a solution from scratch.	You can be confident you'll see a return on your investment quickly.

The Wicresoft Project Online OnePPM KickStart implementation is a proven, hybrid approach to delivering Project Portfolio Management (PPM) solutions. Wicresoft's hybrid, iterative approach to implementations blends the best practices from both agile and waterfall methodology to benefit from the speed and quality improvements seen by many agile teams, while working within the unique parameters of professional services projects.

Technical Readines	Requirements & Design	Prototype & Build	Verify	Adopt
This stage will complete all the necessary tasks and procedures required by Durham County Government personnel to prepare for the delivery of Project Online.	Through a series of workshops, Wicresoft will capture and document key requirements & visual wireframes to ensure the system meets the needs of the customer.	Our team of experts will build out capabilities iteratively. During the build we conduct unit / functional testing to ensure the quality of the solution we're delivering.	During this last stage of the testing process, Durham County Government end users test the application to ensure it can handle required tasks in realworld scenarios, according to specifications.	Once the solution has been tested and approved, we 'go live'. However, the journey doesn't end there. We offer full support and training during this time.

OnePPM App Overview

OnePPM KickStart installs a preconfigured instance of Microsoft Project Online that supports standards and best practices from Project industry experts, including Gartner and PMI. OnePPM KickStart apps reduce the cost, duration, and complexity of a typical PPM solution deployment and help our customers get up and running with Microsoft Project Online to prove value instantly.

OnePPM KickStart includes the following preconfigured List Apps that extend Microsoft Project Online with additional Project Management capabilities including:

- Project Requests
- Time Off
- Objectives
- Benefits
- Requirements
- Stakeholder
- Tasks
- Deliverables
- Documents

- Risks
- Issues
- Changes
- Action Items
- Status Reports
- Test Cases
- Lessons Learned
- Calendar
- Notebook

Project Scope

Durham County Government Project Overview

This project will focus on supporting Durham County Government Project Management team as they transition to adopting Microsoft Project Online.

It is the responsibility of the customer to ensure timely completion of key milestones they are responsible for. In addition, they are responsible for providing timely information and answers to questions.



Services & Deliverables

The following list represents the services and deliverables associated to each implementation milestone (see page 3) for Durham County Government's adoption of the Microsoft Project Online solution:

Milestone Timeframe		Wicresoft Services & Deliverables	Durham County Government Responsibility		
Technical Readiness	Week 1	 Provide Project Online Customer Onboarding Questionnaire Provide one Technical Readiness 	Complete Technical Readiness tasks and activities		
		& Procedure document	Project Online Customer Onboarding Questionnaire		

		 Provide up to one hour of support to Durham County Government Office 365 Tenant Admin for technical readiness activities 	
Requirements	Week 2	 Deliver one Kickoff meeting Deliver one 2-hour remote Project Online Capability Demonstration for up to ten participants Conduct two, 2-hour remote Build-to-Order Requirement sessions for up to 10 participants Document and deliver one Build to Order Configuration Specification 	 Attend Kickoff meeting Attend Capability Demonstration Attend Build-to-Order requirements workshops Complete sign-off on the Build-to-Order specification Identify tentative training dates
		Deploy one OnePPM app and OneAnalytics Project Online Reporting solution	
Build	Week 3	Deploy one Microsoft Project Online configuration based on the completed Build to Order Specification	Identify UAT participants Schedule UAT training
Verify	Week 4	 Deliver one 1-2 hour remote UAT training class for up to 10 participants. * UAT training does not include hands-on activities. Provide up to 8 hours of support during a 1-week UAT time period 	 Attend UAT training class Conduct UAT and log issues for Wicresoft Confirm training dates and participants
Adopt	Week 5	Deliver the following training courses	Attend the following training courses (shown on page 6)

Project Scoping Assumptions

- 1) The OnePPM KickStart engagement supports one Production Microsoft Project Online instance. Configuration, maintenance or support of any additional Microsoft Project Online instances are not included within the scope of this project.
- 2) If missed milestones are a result of customer delays, a change order may be required and assigned resources may be unassigned to the project causing significant schedule delays. Durham County Government agrees that it is responsible for additional costs and fees, if any, due to its breach of any of the responsibilities listed below.
- 3) Wicresoft has restricted fields that cannot be modified due to constraints based on the OnePPM preconfiguration and OneAnalytics Project Online reporting solution. Modifying any restricted field is out of scope and will not be supported.
- 4) **IMPORTANT:** The following Microsoft Project Online feature and OnePPM KickStart List App configuration options may be included within the scope of the OnePPM KickStart implementation (Build-to-order hours see page 14). However, it is likely that certain Microsoft Project Online features and OnePPM KickStart List Apps are

not needed for Phase 1 deployment and therefore will not be configured / deployed as part of Phase 1 implementation – <u>final Microsoft Project Online features and OnePPM KickStart List Apps to be configured and to what extent (EPTs, Enterprise Custom fields, views etc.) will be detailed in the Build to Order Configuration Specification Document(s) to be delivered as noted on Page 6:</u>

Training Courses:

Category	Description
Microsoft Project Online for Project Manager Training (2 days)	Provide one (1) two day training that includes practical, hands-on experience for project managers to gain a familiarity with Microsoft Project Online PPM so that you can collaborate on projects, publish schedules from Microsoft Project, work with the Online Planner, accept/reject task status/actual work performed and many other Microsoft Project Online PPM capabilities. ** Assumes previous experience with Microsoft Project, otherwise need to take Managing Projects with Microsoft Project. Includes: Participant guide including topic information, exercises and copies of slides
	Up to 16-20 students (ideal is 16)
Microsoft Project Online for Resource Managers Training (1/2 day)	Provide one (1) four hour role-based training tailored to your organization's implementation. We work with you to ensure that your users are ready to perform YOUR processes using Microsoft Project Online Resource Planning feature.
	2 PDUs Includes: Participant guide including topic information, exercises and copies of slides
Microsoft Project Online for Team Member Training (1/2 day)	Provide two (2) 1-2 hour training courses that provide practical, hands-on experience for project team members to collaborate on projects, update task status and track time.
	2 PDUs Includes: Participant guide including topic information, exercises and copies of slides
	Up to 15 students
Microsoft Project Online for Executives (1/2 day)	Provide two (2) 1-2 hour training courses to establish executive buy-in and drive value with a Microsoft Project Online PPM overview focusing on how to access the insights & business intelligence provided from Microsoft Project Online PPM.
	2 PDUs Includes: Participant guide including topic information, exercises and copies of slides
Microsoft Project Online 101 for Administrators (1 day)	Provide one (1) day training for IT professionals administering their Microsoft Project Online PPM environment, this course will provide knowledge and best practices for common administrative functions. Topics include understanding

	enterprise data, managing views, managing the resource pool and other operational policies. Up to 3-5 students
Power BI for Microsoft Project Online (1 day)	Provide one (1) one day training for IT professionals report building for Microsoft Project Online PPM. Learn to connect to local and remote data sources, model that data, and present your findings in the form of tables, charts, maps, reports and rich dashboards.
	Topics include: Understanding data analysis and business intelligence Installing Office BI add-ins Connecting to data sources Modeling data Creating and formatting Power BI dashboards with PowerBI Designer Sharing your data using Power BI for Office 365

OneAnalytics for Project Online Report Pack

Reports	Description	Scope
Project Requests	The Project Requests report shows and	Modify current reports to map
	compares the various project requests in the	to new custom fields
	Project Requests / Ideas app queue. The	
	report provides the ability to analyze and	Does not include any
	prioritize pending requests, and includes links	modifications to report
	back to the Project Request / Ideas app to see	visualizations or formatting.
	all new requests and to quickly add a new	
	request.	
Project Portfolio Status	The Project Portfolio Status report analyzes the	Modify current reports to map
	health of your entire portfolio of projects. Dive	to new custom fields.
	into portfolio details for schedule, costs, work,	
	issues, risks, and more. Review the filtered	Does not include any
	Gantt to visually see the timeline of some or all	modifications to report
	projects.	visualizations or formatting.
Project Portfolio Cost	The Project Portfolio Status report analyzes the	Modify current reports to map
	health of your entire portfolio of projects. Dive	to new custom fields.
	into portfolio details for schedule, costs, work,	
	issues, risks, and more. Review the filtered	Does not include any
	Gantt to visually see the timeline of some or all	modifications to report
	projects.	visualizations or formatting.
Project Status	The Project Status report dives into the health	Modify current reports to map
	of your projects - from a high level overview as	to new custom fields.
	well as into the details. Focus on a single	
	project at a time to analyze the status report,	Does not include any
	schedule, cost, work, resource plan, issues,	modifications to report
	risks, and more.	visualizations or formatting.

Resource Status	The Resource Status report analyzes resource available compared to the work allocation. Slice and filter the resource work by	Modify current reports to map to new custom fields.
	resource, role, department, and more. Compare planned work vs. committed work. Focus on individual resources and analyze across the whole team or organization.	Does not include any modifications to report visualizations or formatting.
Timesheet Analyzer	The Timesheet Analyzer report highlights hours spent on projects. Slice & filter the timesheet data according to approval status, by timesheet approver, and more. View regular and overtime time. View project and non-	Modify current reports to map to new custom fields. Does not include any modifications to report
	project hours.	visualizations or formatting.

Out of Scope

- 1. Any integrations / interfaces to external line of business systems not identified in solution scope.
- 2. Modification or re-formatting of SharePoint forms.
- 3. Product customization beyond allowable configuration.
- 4. Business process design/re-engineering. The assumption is that the customer already has satisfactory processes in place.
- 5. Advanced reporting not identified in the solution scope.
- 6. Data migration of existing customer data.
- 7. Advanced workflows not identified in solution scope.
- 8. Printing and shipping of training materials. If printed materials are required for training, the printing and shipping of custom training materials will be billed at actual cost and are not included in the training fees listed. Wicresoft will provide the training documents / electronic files at least 5 days prior to delivering a class.

Fee Schedule & Invoice Process

This engagement will be conducted on a Time and Material (T&M) basis. The total value for the Services pursuant to this SOW is \$30,000.00 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A project change request (PCR) will be issued specifying the amended value.

Products and subscriptions will be invoiced in advance after receipt of the signed SOW or purchase order. Consulting services will be invoiced at the end of each month as the services are performed.

Fees are for services delivered in the United States and do not include additional fees incurred by Wicresoft as part of providing services outside of the United States. Payment is payable upon receipt of invoice. Invoices not paid within 30 days are subject to penalties.

In the event Vendor's fees and expenses are overdue for payment, Vendor reserves the right upon seven (7) days' notice in writing to the client to suspend performance of its services until all outstanding and unpaid invoices have been paid in full by Customer. Vendor will not be in breach of scope of "services and deliverables" outlined in the SOW due to customer breach of payment terms.

Prepared for Durham County Government	Que	otation valid	until:	10/31/2019		
OnePPM KickStart Package - PHASE 2						
Deliverables	Qty	Hours		Price		Total
Project Online Services					\$	21,000
OneAnalytics - PowerBl Report Pack (Annual Subscription Fee)	1		\$	5,995	\$	5,925
Deploy OneAnalytics Report Pack	1	12	\$	2,700	\$	2,700
One PPM Build to Order (BTO) Configuration Services	1	30	\$	6,750	\$	6,750
Quality Assurance Services	1	25	\$	5,625	\$	5,625
Training		Days			\$	9,000
Project Online for Project Managers	1	2	\$	2,000	\$	4,000
Project Online for Resource Managers - OPTIONAL	0	1	\$	2,000		
Project Online for Team Members - OPTIONAL	1	0.5	\$	2,000	\$	1,000
Project Online for Executives - OPTIONAL	0	0.5	\$	2,000		
Project Online for Functional / Application Administrators 101 - Introduction	1	1	\$	2,000	\$	2,000
Power BI Reports Building Training	1	1	\$	2,000	\$	2,000
Support		Hours			\$	-
Post Launch Support	0	0	\$		\$	-
	One-Time	Fees and E	stima	ted Services	5	30,000

Available Payment Terms:

Purchase Orders: Place order by emailing a signed copy of this SOW along with Purchase Order # to danb@wicresoft.com

Travel and related expenses (if applicable) are additional and will be invoiced at actual cost as incurred.

Customer Invoice Info	rmation				
Customer Name			PO Number A/P Contact Name		
Street Address			Contact E-mail Address		
City	State/Provinc	e	Phone		
Country		Postal Code	Fax	_	

Contractor Responsibilities

Wicresoft will provide the Services and personnel to complete the Deliverables set out herein. Wicresoft warrants that it shall provide the Services in a professional and business-like fashion and in accordance with industry standards. Unless otherwise explicitly stated in this Agreement, no other warranties shall apply.

- 1. Conduct the project kick-off meeting to communicate project methodology and approach, project details, proposed requirements & design sessions, and team roles & responsibilities.
- 2. Conduct mutually agreed upon onsite and/or remote requirement and planning session(s)
- 3. Perform the configuration per the mutually agreed upon stories / features in accordance with success criteria defined for each story/feature.
- 4. Perform unit testing to confirm the configuration is in accordance with the based success criteria defined for each story/feature.
- 5. Make adjustments as necessary.
- 6. Provide support to Customer team performing user acceptance testing of configuration and customization to confirm the system operates in accordance with the configuration and customization specifications. Make adjustments as necessary.
- 7. Conduct mutually agreed upon training classes.

Customer Responsibilities

Subject to the terms herein, Customer agrees to and will support (including staffing resources as required) the following:

- 1. Provide contact information and names for the implementation within mutually agreed upon timeframe of signing this Agreement.
 - a. Client Project Manager the point person to coordinate and facilitate all resources and meetings needed by Wicresoft to complete the implementation within the agreed timeline, from Kickoff to Go Live.
 - b. Administrators two named client personnel who will be the administrators for the client. They will be the first contact for any client users and be responsible for any configuration changes required by the users. At the Deployment phase, they will be trained on the Wicresoft Desk Service portal to submit any service requests.
- 2. If applicable, Customer will provide network configuration and topology documentation.
- 3. Deliver timely responses to requests for information and technical questions around the project.
- 4. Assist in scheduling testing of Deliverable milestones.
- 5. Diligently manage and supervise Customer's other contractors and service providers to support completion of the Deliverables.
- 6. Support communications with, and provide contacts for, third parties necessary for the completion of the Deliverables.
- 7. Any 3rd party software license costs are the responsibility of the customer.
- 8. Support the documentation of and approve the written success criteria for each feature/story.
- 9. Customer will provide User Acceptance Testing ("UAT") according to mutually agreed upon schedule.
- 10. Customer IT personnel are responsible for Microsoft Project client installs.
- 11. Customer will be responsible for obtaining appropriate level of software licensing for Microsoft Project Professional, Microsoft Project Online, Microsoft PowerBI and any necessary Microsoft products.
- 12. Customer resource availability is assumed to not be an issue that would cause delays in the project.
- 13. Complete assigned action items to achieve the dates as specified in the project plan/timeline, especially providing timely information and answers to questions, reviewing the system configuration, information requests, loading data, exercising the application, and any other specific tasks and action items required for a successful, on time delivery.
- 14. Customer will provide all applicable environments (PROD, QA, DEV) with appropriate access to environment(s).

Customer understands that if it does not fulfill its responsibilities listed above, then a Change Order may be required. Customer agrees that it is responsible for additional costs and fees, if any, due to its breach of any of the responsibilities listed above.

Completion Criteria

Wicresoft will have fulfilled its obligations under this SOW when the following first occurs:

- 1. Wicresoft completes delivery to Durham County Government all items listed in the Section entitled "OnePPM Deliverables" (see page 5 and 6).
- 2. The number of hours for services in this SOW, as detailed in the Fees section of this document (or in any subsequent approved PCR) have been completed, and Durham County Government accepts without unreasonable objections.

No response from Customer within 5 business days of deliverables being delivered by Wicresoft is deemed acceptance.

Assumptions

To mitigate the risk to all parties associated with the project, Wicresoft submits the following list of assumptions:

General Assumptions

- 1. If dedicated Education and Training classes are procured, then cancelled/rescheduled less than two weeks prior to the scheduled date will result in a 50% penalty fee. Any class cancelled/rescheduled less than 5 business days prior to the scheduled date will result in a 100% penalty fee.
- 2. All Microsoft support cases will be the direct responsibility of the client.
- 3. Design documents prepared prior to this engagement may be referenced in this project but are not equivalent to Wicresoft project documentation.
- 4. Changes captured after configuration has been delivered in accordance with Build-to-Order specification, will constitute a change.
- 5. The level of effort provided in this SOW will require active participation of the Customer and Customer resources during the project.
- 6. Detailed project timelines will be finalized after planning sessions.
- 7. Any scope change in functionality will be treated outside this SOW and must follow the defined change management process.
- 8. This SOW reflects understanding that Wicresoft has of requirements communicated to Wicresoft during the sales process. Any additional requirements or changes to provided information discovered during the project life cycle will be evaluated and treated separately.
- Customer delays resulting from no activity or significant decrease in turn around, may require Wicresoft to reassign a new project manager and/or consultant and they will have to learn or relearn the project status, components, requirements, and current configuration and efforts. This will be billed as incurred.
- 10. Any required changes in the Wicresoft project methodology, required by the client, must be reviewed, discussed, and agreed prior to the start of the project, and signed off by the client and the project manager, as to potential risks and responsibilities.
- 11. Customer developed code or including functionality which does not follow the Wicresoft recommendations or best practices will not be supported by Product Support team.
- 12. Any analysis or planning or remediation for items outside of the approach described in this document is considered out of scope, which includes, but is not limited to:

- Project Management Methodology and Processes
- Design and creation of Project Management documentation
- Active Directory
- Network Infrastructure and performance including Project Online and Office365
- On-Premise or Azure SQL Server / Database server installation, infrastructure and performance
- Any item not excluded in this section and not listed in the above "Project Scope" is considered out of scope for this SOW.
- 13. There is no user documentation included outside that provided by Microsoft and Wicresoft's standard documentation and training materials. Customer will be responsible for providing and other user documentation including Help and FAQ documents if desired.
- 14. The estimate above does not include cost of printing Training materials.
- 15. Conference space, internet connectivity, and a projector are required for the Wicresoft trainer to perform onsite training.
- 16. If working on-site, a proper working environment will be made available for the Wicresoft consultants (desks, chairs, internet connectivity, remote access/connectivity and contact information for Customer project team participants).
- 17. If required, all travel and expenses related to the delivery of the services will be billed at actual cost and are not included in the fees listed.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Durhar	m County Government		Wicresoft
Ву:		Ву:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



MWBE UTILIZATION FORM

This MWBE Utilization Form is an integral part of the contract between the County of Durham and *Wicresoft North America* (Contractor), which contract is dated _August 1, 2019_____. The purpose of this form is to assist in identifying minority participation associated with County contracts.

Note: If Purchasing has already performed MWBE pre-award compliance during a bid process and/or BOCC contract approval, please attach the pre-award compliance form to this form and submit with the contract. Completing the remainder of this form will not be required.

Description of Services/Goods: Microsoft Solutions Consulting Services

Contract Amt: \$60,000 (for amended contract) Contract Term: August 1, 2019 - December 31, 2019

Please check one:

X	Contractor will provide 100% of the services/goods for this contract.
	Contractor will subcontract a percentage of the services/goods for this contract to a non-minority business enterprise or a non-profit.
	Contractor will subcontract a percentage of the services/goods for this contract to the minority-owned business enterprise(s) identified below.

Minority Business Enterprise Name, Address & E-Mail	Minority Category*	Description of Work	Percentage %	Dollar Value

^{*}Minority Categories: Black/African American (B), Female (F), Hispanic (H), Asian American (A), American Indian (I)

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE % Availability (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
		Overall MW	BE Participatio	n Goal	25.0%

This form shall accompany all contracts submitted to Purchasing.