



Security Hardening

Statement of Work

Prepared for:

City of Tenino

August 19, 2021

EXECUTIVE SUMMARY

Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership.

Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.

PROJECT OBJECTIVE

City of Tenino has asked Right! Systems, Inc. (RSI) for a proposal of services, in the form of a Statement of Work (SOW), to deploy and configure new technologies in order to ensure a more secure and hardened environment. RSI will deploy and configure:

- Microsoft Azure Multi Factor Authentication (MFA)
- Mimecast
- Microsoft Intune Device Management

At the conclusion of this engagement, City of Tenino and RSI will meet to discuss any next steps and future engagements.

PROJECT SCOPE

The following section defines the stages, activities, and deliverables associated with this project.

STAGE 1	ACTIVITIES / DELIVERABLES
Security Hardening: Deploy and Configure	<p>Expected Activities:</p> <ul style="list-style-type: none">• Mimecast: Deploy the following features<ul style="list-style-type: none">○ Data Leak Protection (DLP)○ URL Protect○ Attachment Protect○ Email Archiving• Microsoft MFA<ul style="list-style-type: none">○ Enable MFA for M365 users• Intune<ul style="list-style-type: none">○ Deploy Windows update and compliance policy○ Deploy Bitlocker configuration and compliance policy○ Deploy Conditional Access policy○ Deploy Firewall policy <p>Project Deliverables:</p> <ul style="list-style-type: none">• Mimecast, Microsoft MFA, and Intune deployed and successfully tested• Documentation of work completed

CUSTOMER REQUIREMENTS

The following section defines the customer requisites needed at or prior to the start of this engagement. This list of requirements may expand based on discovery during the kickoff meeting and planning stage, as well as the ongoing work detailed in the project scope.

CUSTOMER REQUIREMENTS	
Prerequisites	<ul style="list-style-type: none">• License and product acquisition complete• Microsoft 365 tenant in place

Any technologies or deliverables other than those specifically noted in the project scope of this SOW are not included as part of this engagement. Activities listed in the project scope are subject to change as needed only to complete the explicit deliverables for each stage. For clarification purposes, some technologies that are out of scope for this engagement include, but are not limited to:

CUSTOMER REQUIREMENTS	
Out of Scope	<ul style="list-style-type: none">• No additional, specific clarifications of Out-of-Scope technologies

The general assumptions listed below apply to this engagement unless specifically contradicted in the Project Purpose or Project Scope above.

	CUSTOMER REQUIREMENTS
<p>General Assumptions</p>	<ul style="list-style-type: none"> • City of Tenino may need to provide RSI with access to their offices, a convenient place to work, network connectivity and internet access while onsite. • Sufficient power, cooling, rack space, and cabling is required for any hardware related to this engagement and is the sole responsibility of City of Tenino. • Hardware, software, or licensing needed for the solutions being deployed or upgraded in the environment is the sole responsibility of City of Tenino. • Administrative-level permissions for particular hardware or software components of the environment may need to be provided to RSI for the duration of this engagement. • Service-impacting activities may require maintenance windows for scheduled downtimes. • City of Tenino resources will need to be available as requested by RSI team members. Technical support from the provider of any hardware or software related to this engagement may be required, both during and after business hours. • RSI is not responsible for any hardware or software failures not caused directly or indirectly by RSI negligence or willful misconduct during this project which could potentially cause the schedule for project completion to be delayed. RSI may submit a Change Order to readjust the cost of this agreement based on the circumstances. • Project estimates do not include time or costs associated with hardware or software-related support incidents not caused directly or indirectly by RSI’s negligence or willful misconduct. Those incidents that result in RSI needing to open a vendor-related issue on behalf of City of Tenino may be viewed as a Change Order to this agreement and will required a Change order to be executed RSI may need to pause the project until the Change Order is fully executed by both parties. • Expected Activities in the scope define a framework of activities for this engagement and are subject to minor alterations to effectively complete the project deliverables for each stage

CHANGE MANAGEMENT PROCESS

This statement of work may be amended upon agreement of both RSI and City of Tenino and the execution of a modification to the statement of work (Change Order). Both RSI and City of Tenino may request a Change Order to effect a change to the Project. All requests for a Change Order shall be made in writing to the other party. If the requested Change Order results in a deviation to the activities or deliverables, both RSI and City of Tenino may agree to an adjustment of the price, as applicable, and as referenced in the Change Order.

For services that do not affect the material effort to complete a stage of work, RSI will strive to complete these efforts without a Change Order if they do not impact the schedule or completion of a particular stage of the project.

RSI will consider a Change Order necessary for reasons including, but not limited to, the following:

An identified prerequisite is not complete

Any prerequisites identified in this statement of work or subsequent discussions with City of Tenino that are not complete prior to the start of this engagement (or particular stage of this engagement where those prerequisites are necessary) may require a change in schedule and Change Order to accommodate the time lost as a result of the prerequisite(s) not being met.

The engagement cannot continue or complete

If, during the project activities, RSI determines the project cannot continue without a Change Order, or can continue, but cannot complete without a Change Order, RSI will attempt in good faith to immediately reach City of Tenino to discuss the impact and potential Change Order. Any delays in execution of a Change Order to address an activity or deliverable needed to continue or complete the project may result in scheduling delays. Architectural or environmental conditions not previously identified are a common reason for this potential Change Order.

Additional services warranted

If either RSI or City of Tenino identify additional services outside the Project Scope that do not materially affect the successful completion of this project, but are needed or wanted by City of Tenino, a Change Order or new statement of work may be requested by either party.

PROJECT TEAM

Project Engineer(s)

The role of the Project Engineer is to plan and lead day-to-day project activities, making adjustments as needed during the progression of the work described in the project scope. Common Project Engineer tasks include, but are not limited to:

- Performing daily activities that deliver the project scope.
- Implementation of all technical solutions put forth in this SOW.
- Creation and development of project documentation deliverables.
- Leading meetings necessary for project deliverables
- Technical review of progress with the team.

Project Architect

A Right! Systems Project Architect may be assigned to the project to assist with the technical accuracy of project deliverables. The Project Architect may oversee, review, and validate all technical details, participate in kickoff meetings, and work with the Project Engineer during any planning and design stages. Specific Project Architect tasks may include, but are not limited to:

- Providing technical thought leadership to the team to ensure successful delivery of the project scope.
- Review of service-related documentation and implementation of the project.
- Orchestrate the technical efforts to deliver a comprehensive solution.

Note: Project Architect activities will be conducted in a remote capacity

Project Manager / Project Coordinator/Project Integrator

RSI will assign a Project Manager (“PM”) or Project Coordinator (“PC”) or Project Integrator (“PI”) to act as a single point of contact for City of Tenino, for the management of the services set forth in this SOW. The PM/PC/PI employs formal project management techniques and methodologies based on best practice and industry standards. Project management tasks may include, but are not limited to:

- Acting as the single point of contact and accountability for successful delivery of this Statement of Work, maintaining a focus on time, cost, and scope.
- Coordination of kick-off, status, and closure meetings.
- Establishing and managing the services schedule, deliverables, and status reporting.
- Confirmation of delivered milestones and services in accordance with this SOW.
- Obtaining service completion and project sign-off from City of Tenino.

Note: PM/PC/PI activities will be conducted primarily in a remote capacity

PROJECT PRICING

Based on the requirements gathered from City of Tenino and work plan detailed in the project scope section of this Statement of Work, the following represents the fixed pricing related to this project.

ENGAGEMENT	PRICE
Security Hardening	\$7,920.00

If additional work is required to complete any activities or deliverables not defined in this scope of work, an executed change order will be required.

Pricing put forth in this SOW is based on normal working hours of Monday through Friday, 8:00 AM – 5:00 PM, with after-hours, weekend, and holiday rates taken into consideration as appropriate for specific portions of the engagement. Scheduled dates for performance of the services detailed within will be determined as part of the project kickoff.

City of Tenino acknowledges that RSI will confirm scheduling only upon receiving this signed, executed agreement, and an accompanying purchase order if required. Scheduling for qualified resources may require up to six (6) weeks lead time, and any changes or delays to the schedule by City of Tenino will require additional lead time.

Pricing does not include any associated costs for hardware, software, licensing, or materials directly or indirectly related to this engagement.

TRAVEL AND EXPENSE

In the event that RSI is required or requested to travel during this project it is expected and agreed to that City of Tenino will reimburse RSI as described in the Terms and Conditions section below.

T&E	ESTIMATE OF COST
Estimate	No travel cost estimated for this engagement

TERMS AND CONDITIONS

1. PURPOSE AND MEANING OF SIGNATURES

City of Tenino signature on this document indicates that City of Tenino agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by City of Tenino. City of Tenino decision to purchase the services described will be based on this document in its entirety. RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of City of Tenino decision to purchase and providing that City of Tenino provides appropriate purchase/payment commitments.

2. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of City of Tenino against loss, damage, theft, or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors.

City of Tenino Warranties. City of Tenino represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

3. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and City of Tenino mutually agree to a progressive invoicing schedule on weekly or bi-weekly basis. If City of Tenino requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. City of Tenino shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If City of Tenino fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by City of Tenino to RSI. In addition, failure of City of Tenino to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by RSI, and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve City of Tenino from paying past undisputed due fees plus interest and in the event of collection enforcement, City of Tenino shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from City of Tenino, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

4. TRAVEL AND EXPENSE

In the event that RSI is required or requested to travel during this project, it is expected and agreed upon that City of Tenino will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to City of Tenino. These expenses may include airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

5. NO HIRE

During the course of this project and for a period of twelve months following the conclusion of this SOW, City of Tenino shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with City of Tenino.

6. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers (“Confidential Information”). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

7. LICENSE AND PROPRIETARY RIGHTS

Proprietary Rights of City of Tenino. As between City of Tenino and RSI, City of Tenino information shall remain the sole and exclusive property of City of Tenino, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. City of Tenino hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use City of Tenino information as necessary to render the Services to City of Tenino under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to City of Tenino, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively “RSI Materials”) shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, City of Tenino hereby transfers and assigns to RSI all rights, title, and interest which City of Tenino may have in and to the RSI Materials. City of Tenino acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties’ services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

8. INDEMNIFICATION

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party’s representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party’s negligence or willful misconduct; or (iii) hereunder results or arises from a party’s violation of the law or any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party’s written consent, which shall not be unreasonably withheld.

9. LIMITATION OF LIABILITY

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft, or destruction of, City of Tenino data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of Tenino for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Tenino under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

10. TERMINATION AND RENEWAL

Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for ninety (90) days or until the completion of this service engagement, unless earlier terminated as otherwise provided in this Agreement.

Termination. Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other Party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy, or the other Party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within ten (10) days of receipt of notice specifying the breach. Either party may terminate this Agreement at any time and for any reason by providing written notice of termination to the other party and a pro rata portion of the fees will be paid to RSI for Services not yet rendered on the date of termination.

Termination and Payment. Upon any termination or expiration of this Agreement, City of Tenino shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

11. MISCELLANEOUS

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between City of Tenino and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of City of Tenino.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify City of Tenino as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by City of Tenino, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of law's provisions, and City of Tenino and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and City of Tenino and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by

assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to City of Tenino warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, City of Tenino indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

This SOW has been reviewed and approved for delivery to City of Tenino by _____

PROJECT AGREEMENT

The signatures below indicate that Right! Systems, Inc. and City of Tenino agree to the scope as provided, and all terms and conditions detailed in this Statement of Work. If a City of Tenino purchase order number is required for invoicing by Right! Systems, Inc., City of Tenino agrees to provide purchase order number and/or copy of purchase order with signed Statement of Work.

CUSTOMER PO: _____

If no customer PO is provided, RSI will use the following PO for invoicing purposes: **OPP99663**

This Statement of Work is valid for signature 30 days from August 19, 2021.

City of Tenino	Right! Systems, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date: