

Statement of Work

City of Whitewater

**EXO COMMERCIAL TO EXO GCC
MIGRATION**

SOW Prepared By:

David Steinhart
Technical Architect - Systems
Heartland Business Systems, LLC
N28W23050 Roundy Drive
Pewaukee, WI, 53072
Phone: (262) 297-2667
dsteinhart@hbs.net



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Whitewater (hereinafter referred to as “COW” or “Client”).

COW has a commercial 365 and needs to migrate to a GCC tenant for compliance purposes. Client just has Exchange Online content. Client is considering a mix of Office 365 G3, Exchange Online Kiosk, Microsoft Entra ID P1, and EMS G3 licensing at the target tenant. Office 2019 desktop apps are end of life October 14 2025.

Below is a breakdown of the source tenant content:

- 155 user mailboxes
- 5 shared mailboxes
- 9 equipment mailboxes
- 7 room mailboxes

Current issues:

- Tenancy is the wrong type for the use case. There are compliance issues.
- Office 2019 is end of life October 14 2025

The proposed solutions:

- Migrate all identified content above from source to target tenant, via Quest ODM migration software

At the end of the project, the following goals will be achieved:

- A single 365 tenant containing the identified content
- KnowBe4 migrated from source to target tenant
- Barracuda Email Archiver (on-premise) migrated from source to target tenant
- 25 DeepNet Security SafeID/Diamond TOTP tokens provided for end-user MFA purposes
- Install Entra ID Connect to synchronized on-premises users to cloud user and maintain the same password for these users across both systems.
- Migrate Office 2019 users to M365 Desktop Apps, pending appropriate licensing.

In Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

- Get access to public DNS for all domain names
- Bring both tenant into HBS CSP, if applicable
- Switch source tenant licensing to monthly billing, if possible
- Obtain licensing to cover all migration objects at target tenant
- Active Directory health scans
- Verify AD Identity health for sync to 365 tenant at target
- Install/Upgrade Entra ID Connect to latest version
- Reconfigure Entra ID Connect to sync on-premise objects to target tenant
- Setup Quest ODM migration project



- Provide end user documentation to client for customization and distribution to end users
- Begin synchronization of data and monitoring/troubleshooting of sync progress
- Setup Quest Desktop Update Agent and deploy to computers via GPO
- Schedule “big bang” cutover day with client, typically starting Friday at 5pm CST
- Migrate domain names from source tenant to target tenant
- Day 0 cutover end user support
- Disable all users at source tenant
- Decommission Quest ODM/DUA
- Decommission source tenant and licensing, as applicable

This project is expected to take **6 weeks** to complete from the project kick-off. In the event that an extension to the project timeline is required, the parties shall utilize the Change Order process.

Out of Scope

HBS will not provide the following services:

- Migration of any data other than what has been identified above
- Obtaining GCC tenant
- Obtaining Microsoft 365 licensing
- Any travel. All work is to be performed remotely.
- Provisioning of virtual machines
- Installation of Operating Systems
- Obtaining or verification of software licensing
- Upgrades of client or server operating systems (i.e. 2012 to 2016, etc)
- Installing or configuring of any client settings
- Installing and configuring client software
- Communication to end users
- Registering Multi Factor Authentication methods for end users
- Network changes not included in the in-scope section
- Migrating or clearing users' Outlook profile (Nk2 file, local PSTs, etc.)
- Configuring any other Office 365 services
- Account provisioning on mobile devices
- Provisioning SSL certificates
- Obtaining access to public DNS providers
- Any work or material not specifically identified in this document is not included in this Agreement

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- David Steinhart shall provide updates to Customer regarding the project. Quinton Woller shall be the Customer's primary contact for any questions regarding billing.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not



guaranteed and are subject to the current availability of products from third party vendors, production schedules of third party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. In the event that a delay may impact the project, the parties shall utilize the change order process in order to address the impacts of such delay.

- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.
- By signing this document, the customer acknowledges that Heartland Business Systems, LLC will seek association to our Microsoft Customer Tenant ID under the Microsoft Partner Incentives program, and that as part of their association, the partner may receive monetary fees, commission or compensation from Microsoft in connection with the services provided to the customer.
 - The association will be made based providing implementation services for the following workloads:
 - Exchange Online

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Obtaining Microsoft 365 licensing
- Upgrading all end users computers from Office 2019 to M365 Desktop Apps
- Be available during all scheduled project dates/times
- Provision new VMs and install Operating Systems
- Perform all Windows Updates
- All communications to end users
- All end user support
- Modifications to network firewalls
- Provide all required SSL certificates
- Obtain access to public DNS providers

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.



- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables .
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Estimated Hours

This is an estimate of hours and, by its nature, is a “best guess,” based on industry standards and best practices, HBS’ experience, and Customer’s needs as communicated thus far. HBS used input from its most experienced team members to generate this estimate. The pricing is set forth on the attached Quote.

#	Task	Est Effort (hrs)
1	Labor	72
2	Labor (after hours)	17
3	Quest ODM T3 (\$31.24 x 180 users) one time cost	\$5623.20
4	DeepNet Security SafeID/Diamond (\$18 X 25)	\$450
	Total Hours	89
	Total Software (one time cost)	\$5623.20
	Total Hardware (one time cost)	\$450

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.



Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

O365 Migration

Quote #354505 v1

Prepared For:

City of Whitewater

Tim Neubeck
 312 W. Whitewater St
 Whitewater, WI 53190

P: (262) 473-1391

E: tneubeck@whitewater-wi.gov

Prepared By:

Western Wisconsin Office

Quinton Woller
 4112 Oakwood Hills Pkwy
 Eau Claire, Wisconsin 54701

P: 715-890-0526

E: qwoller@hbs.net

Date Issued:

05.07.2025

Expires:

05.31.2025

Migration Hardware/Software		Price	Qty	Ext. Price
AGA-QOD-SK- HYB-24 7	ON DEMAND MIGRATION SUITE T3 24X7 HYBRID SUBSCRIPTION PACK One Time Cost	\$31.24	180	\$5,623.20
STP800	Safe ID/Diamond	\$18.00	25	\$450.00
		Subtotal		\$6,073.20

Services		Price	Qty	Ext. Price
HBS-FLEX- SERVICES	Flex Block Services - EXO Commercial to EXO GCC Migration	\$21,000.00	1	\$21,000.00
		Subtotal		\$21,000.00

Shipping		Price	Qty	Ext. Price
HBS-SHIPPING- PO	Deepnet Security - SafeID/Diamond Shipping and Handling Shipping	\$49.00	1	\$49.00
		Subtotal		\$49.00

Quote Summary			Amount
Migration Hardware/Software			\$6,073.20
Services			\$21,000.00
Subtotal:			\$27,073.20
Shipping:			\$49.00
Total:			\$27,122.20

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

Acceptance

Western Wisconsin Office

City of Whitewater

Quinton Woller

Customer Name

Signature / Name

05/07/2025

Date

Signature / Name

Initials

Date

HBSFLEX Service Schedule 3 - 2025

Schedule to the attached Quote between HBS and the customer ("Customer"). The parties hereby agree as follows:

1. The terms of this Schedule shall govern in the event of a conflict between the terms of the attached Quote and the terms of this Schedule.
2. Pricing. Customer agrees to pay HBS based upon the hourly rates described below. Pricing does not include applicable sales tax which will be charged at time of invoicing.
3. Travel. Travel will be billed to Customer at the rates below based on one-way travel from the closest HBS office.
4. Prepayment. The hourly rates described below only apply to the prepaid HBSFLEX Agreement described in the attached Quote. HBSFLEX Agreements may not be used to purchase products.
5. Expiration. Each HBSFLEX Agreement automatically expires 18 months after the date of invoice for that HBSFLEX Agreement.
6. Additions. Should HBS elect, in its sole discretion, to allow the remaining funds of a previously issued HBSFLEX Agreement to be added onto a new HBSFLEX Agreement, the rate schedule below will apply to all such funds.

SS.2024.V1.0

HOURLY SERVICES BILLING SCHEDULE (time is billed in 15 minute increments)

Engineer Work Role	Standard Hourly Rate	Prepaid Flex Hourly Rate
Cabling	\$100	\$95
AV Tech Break-Fix Cisco Collaboration I ESRM Coordinator Help-desk Infosec Coordinator I Physical Security Engineer I Point of Sale Project Coordinator	\$120	\$115
AV Engineer II Cabling II Cabling Project Manager II Cisco Collaboration II Cloud Engineer II Enterprise Engineer II Help Desk II HBS Data Center Engineer II Imaging Technician II Mitel Collaboration II Network Operations Center II Physical Security Engineer II Project Manager II SMB Engineer II	\$160	\$155
AI III Apps Business Consulting III AV Engineer III Cisco Collaboration III Cloud Engineer III Custom Development III Data Analytics III D365 Consultant III D365 / Modern Work Consultant III Enterprise Engineer III Imaging Technician III Mitel Collaboration Engineer III Network Operations Center III Physical Security Engineer III Project Manager III SQL III	\$195	\$190
AI IV Cisco Collaboration IV Cloud Architect IV Data Analytics IV D365 Senior Consultant IV Enterprise Technical Engineer IV ERP/Dynamics GP IV InfoSec Consultant IV InfoSec SOC Consultant IV Project Manager IV SMB Engineer IV SQL IV	\$215	\$210

AI V Applications Architect V Cisco Collaboration V Cloud Architect V Data Analytics V D365 Custom Dev V Enterprise Principal Engineer V ERP/Dynamics GP V SQL V	\$240	\$235
Business Technology Consultant VI Enterprise Principal Engineer VI Cloud Architect VI Cloud Architect - InfoSec VI Collaboration Architect VI Data Analytics VI	\$290	\$285
InfoSec Consultant VII InfoSec SOC Consultant VII	\$335	\$335
On Call Pager	\$250	\$250
After Hours Rate - Before 8am or after 5pm CST - Weekends & Company Recognized Holidays	1.5x Base Rate	1.5x Base Rate