

Meeting Date
January 27, 2015



AGENDA	
Section	New Business
Item No.	V1.E.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Permission to Award and Authorization for Chairman to Execute Contract for Request for Proposal (RFP) P-4-14-07/Hosted Email Services, Utilizing Microsoft Cloud Systems for County Email. Fiscal Impact: \$175,000 for implementation; \$60,660 annual recurrence.
DEPT/OFFICE:	Central Services Department for Information Technology Department

Requested Action:

It is requested that the Board of County Commissioners award RFP P-4-14-07 to Catapult Systems to provide Microsoft cloud-hosted email for County employees and authorize the Chairman to execute all associated contracts.

Summary Explanation & Background:

Email is recognized as the primary communication mechanism used by modern organizations. When email systems are unavailable, it seriously degrades the performance of staff and can impact the reputation of the organization. In February 2013, this event happened to Brevard County.

A system outage was triggered by the loss of power at the facility housing the County's Microsoft Exchange email servers. One of the databases housing user emails was seriously corrupted. County employees, including Commissioners and their Aides were unable to use email for three to ten days. Fortunately, no data was lost, but the ability of County employees to perform their day-to-day duties and of citizens to get the services they needed was seriously impacted.

On April 2, 2013, the Board of County Commissioners directed the Information Technology Department to develop and release a RFP for a hosted email solution. A RFP was advertised on January 23, 2014, and a total of six proposals were received by the March 3, 2014, deadline for submittals.

A Selection Committee consisting of Mel Scott, Assistant County Manager; Venetta Valendgo, Assistant County Manager; Jon Sellers, Information Technology Director; Phillip Cleveland, Information Technology; and Cristina Berrios, Assistant County Attorney met on April 4, 2014, and again on April 24, 2014, to evaluate and rank proposals received, and short-listed the top three firms. The committee then met on May 14, 2014, to hear presentations from the short-listed firms and re-evaluate and re-rank the short-listed firms with Catapult Systems being the number one ranked proposer. The committee voted unanimously to enter into negotiations with Catapult Systems as the number one ranked proposer.

Continued on Page 2

Clerk to the Board Instructions:

Exhibits Attached: Business Case, Office 365 Contract, Statement of Work

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager, Mel Scott	Department Director / Extension Teresa Camarata, Central Services Director x5-5492					
Stockton Whitten	Assistant County Manager, Venetta Valdengo	 Jon Sellers, Information Technology Director x5-7395					

SUBJECT: Page 2	Permission to Award and Authorization for Chairman to Execute Contract for RFP P-4-14-07/Hosted Email Services, Utilizing Microsoft Cloud Systems for County Email. Fiscal Impact: \$175,000 for implementation; \$60,660 annual recurrence.
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A Negotiation Committee consisting of the same members met on June 19, June 24, July 8 and September 26 of 2014 and reached an agreement pending your approval with Catapult Systems a Microsoft Partner. If awarded this contract, Catapult Systems will provide project management and data migration services, as well as providing licensing and billing services for Microsoft. The project management and data migration services come at a one-time cost of \$175,000. The email services themselves will cost \$3.37 per user per month. At that rate, with an estimated 1500 users, the total annual cost will be \$60,660. This number will increase or decrease annually based upon the number of users. Microsoft requires all fees for its hosting services to be paid for the full annual amount in advance.

The Board is provided with 4 separate options for managing the County's email systems in the attached Business Case. These include:

- Maintaining them in-house as is
- Maintaining them in-house in a purpose built County facility
- Moving them to a local, third-party facility
- Moving them to Microsoft's Cloud.

The Information Technology Department Director recommends the latter option. Hosted Exchange through the Microsoft Office 365 product is currently in use by both Library Services and the UF Agriculture and Extension Office with great success.

Funding for this effort consists of two parts: a one-time \$175,000 expense from the General Fund for the initial project and \$40.44 (\$3.37 x 12) per user annually from each department that has employees using email. Beginning next fiscal year, funding will be generated through the Information Technology Department's Cost Allocation Program to the Departments. Because this is the first year of service and Departments have not budgeted for this effort, it is also requested that the County Manager be authorized to subsidize certain departments where he deems it to be appropriate.

Fiscal Impact: \$175,000 for implementation; \$60,660 annual recurrence.

Contact: Jon Sellers, ext. 5-7395 or jon.sellers@brevardcounty.us



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

January 28, 2015

M E M O R A N D U M

TO: Teresa Camarata, Central Services Director

RE: Item VI.E.1., Permission to Award and Authorization for Chairman to Execute Contract for Request for Proposal (RFP) P-4-14-07/Hosted Email Services, Utilizing Microsoft Cloud Systems for County Email

The Board of County Commissioners, in regular session on January 27, 2015, awarded RFP P-4-14-07/Hosted Email Services, to Catapult Systems to provide Microsoft Cloud Systems for County email; and authorized the Chairman to execute all associated Contracts.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

cc: Information Technology Director
Budget
Finance



April 3, 2013

MEMORANDUM

TO: Jon Sellers, Information Technology Director

RE: Item VII.C.3, Approval of Request for Proposal for Hosted Email Services

The Board of County Commissioners, in regular session on April 2, 2013, directed you to develop and release a Request for Proposal for Hosted Email Services; and approved a selection and negotiation committee consisting of you; a Senior System Administrator, appointed by the Information Technology Director; the County Attorney, or designee; and two department directors appointed by the County Manager.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/cm

cc: County Manager
County Attorney
Committee Members



Hosted Email Business Case

Business Case For Hosted Email

November 25, 2014



Hosted Email Business Case

Table of Contents

I.	Summary	3
II.	Solution Overview – Deliverables	4
III.	Benefits	5
IV.	Negative Impacts	5
V.	Project Overview.....	6
VI.	Cost/Benefit Analysis.....	6
VII.	Risks and Responses	7
VIII.	Alternatives and Alternatives Analysis	8
IX.	Funding Sources.....	9
X.	Recommendation.....	9

I. Summary

Email is recognized as the primary communication mechanism used by modern organizations. When email systems are unavailable it seriously degrades the performance of staff and can impact the reputation of the organization. In February 2013, this event happened to Brevard County.

A system outage was triggered by the loss of power at the facility housing the County's Microsoft Exchange email servers. One of the databases housing user emails was seriously corrupted. County employees, including Commissioners and their Aides were unable to use email for three to ten days. Fortunately, no data was lost, but the ability of County employees to perform their day-to-day duties and of citizens to get the services they needed was seriously impacted.

In light of this event, the Board of County Commissioners requested the Information Technology Department (ITD) to develop and submit a Request for Proposals (RFP) for a hosted email solution. The RFP was released and responded to by six qualified vendors, with five year total prices ranging from a low of \$555,522.60 to a high of \$1,930,149.30. The appointed Selection Committee chose the overall low-cost vendor: Catapult Systems. The actual 5-year price has been refined to \$478,300 after the selection process was completed due to changes in the licensed user count.

Catapult Systems' solution is Microsoft Exchange, though hosted by Microsoft itself in Microsoft's data centers in the United States. Catapult Systems will provide services to move the County's existing store of email data to Microsoft's data centers. They will also provide consulting services for proper setup, establish a backup system at the Emergency Operations Center (EOC), and provide training for ITD staff in the management of the system as well as a train the trainer system to inform County employees of expected changes with the new system.

The total cost of the solution is \$175,000 in year 1 to implement the system, as well as \$60,660 per year to use it. The \$60,660 amount is calculated by multiplying \$3.37 by the anticipated number of licensed users: 1500.

The purpose of this business case is not to convince Board members to accept this solution, though the Information Technology Department Director recommends it. Alternatives exist and will be discussed in the sections below. It should be noted that the email system has experienced two other outages since the first one. Though neither was as serious as the first, it is symptomatic of the increasing instability of the environment in which these systems exist.



II. Solution Overview – Deliverables

Brevard County currently uses Microsoft Exchange as its email system. The solution proposed by Catapult continues to use Exchange, though Microsoft itself hosts the servers in the cloud, as a part of Microsoft’s Office 365 suite of products. Brevard County will pay Catapult \$60,660 annually for the service, though that number may increase or decrease based upon the number of licensed accounts requested.

Brevard County will pay an additional \$175,000 to Catapult to migrate its estimated 1500 users to Hosted Exchange. The contract calls for data migration, test case development, technical training, establishment of authentication services, train the trainer for end users, project management, change management and the establishment of a backup server at the EOC in the event of catastrophic loss of the network during an emergency.

The project is expected to take from three to four months dependent upon available resources and Brevard’s participation. The payment schedule is based upon the following deliverables:

Project Milestone	Invoice Amount
Project Initiation	\$25,000
Implementation Plan Complete	\$14,000
Pilot Migration Complete	\$36,000
Data Migration Complete	\$54,000
Project Complete	\$31,000
User Training and Documentation	\$15,000
Total Cost	\$175,000

During the selection process of the RFP, the Florida League of Cities also contracted with Catapult Systems to provide Hosted Exchange and other Office 365 solutions to municipalities within the State of Florida. Pricing is the same as was provided to Brevard County. A vendor representing Google’s Gmail solution, ONIX Inc., also provided a proposal to the County. At \$1,930,149.30, the price of that proposal was significantly higher than Catapult’s Microsoft Exchange solution.

III. Benefits

Microsoft has built multiple data centers around the United States dedicated solely to government agencies. Brevard's data would be hosted at these facilities. The data centers host data from all levels of government including the federal government, and meet stringent Department of Defense standards for security and availability. Microsoft attempts to provide 99.999% uptime and provides financial compensation if it fails to do so. The data is replicated to multiple facilities in the event that one should go off-line.

Brevard employees will be able to take advantage of this high level of capability at a cost that would be prohibitive if the County attempted to provide this in-house. The new system will also benefit the County by providing the County Attorney's Office with a suite of products that will improve public records searches as well as tracking and holding data to meet legal requirements.

The benefits can be summarized as:

- Reduced system outages, which will increase employee productivity.
- Improved security by relying on Microsoft's staff's skill sets.
- Increased flexibility for Department's budgeting (based upon users),
- Improved ability to meet legal requirements for the County Attorney's Office,
- Less costly public records searches.
- Easier and less costly software upgrades and management costs.

IV. Negative Impacts

There are very few negative impacts. One concern is the impact on the County's Internet connection. Email between County users will require use of the Internet circuit for both sending and receiving emails. This will have a negative impact on available bandwidth. However, as an offset, approximately 98% of all email coming into the County is spam that is filtered out by our spam filtering system. Therefore the spam will stop negatively impacting our Internet connection. Should the system cause a significant negative impact on the County's Internet connection, there may be an increased cost for expanding bandwidth.

V. Project Overview

The project is estimated to take fourteen weeks from initiation. The project will begin approximately six weeks after the Board’s approval. The general work requirements of Catapult and Brevard have been negotiated and are included in the attached Statement of Work. The anticipated project timeline can be found on page 9 of the Statement of Work.

VI. Cost/Benefit Analysis

This Cost/Benefit Analysis is based upon a comparison between the costs of moving to Hosted Exchange and the costs of staying with our existing environment and system. Other alternatives exist and are discussed in the Alternatives and Alternatives Analysis section below. The comparison includes both hard and soft costs, with each being identified as such. No revenue opportunities have been identified in this discussion, so this will be a comparison of costs only.

The costs of Hosted Exchange have been discussed previously in this document. To recap, they are \$175,000 for implementation and \$60,660 per year based upon our current user count. Over the next five fiscal years, total expenditures will be all hard costs:

Alternative 1: Microsoft Hosted Exchange through Catapult Systems:

Fiscal Year	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019
Amount	\$235,660	\$60,660	\$60,660	\$60,660	\$60,660
Running Total	\$235,660	\$296,320	\$356,980	\$417,640	\$478,300

The cost for maintaining the system in-house includes the hard costs of upgrading hardware and software, and annual costs for security and anti-spam appliances, as well as the soft costs of ITD technical labor and County employee labor degradation due to system outages. For the purpose of this analysis, we assume a single annual outage that lasts approximately two workdays or sixteen hours. The estimation of labor productivity loss is very conservative and utilizes Brevard County labor costs. Costs used for this analysis are:

- Hardware upgrades: \$25,000 (one-time hard cost)
- Software upgrades (to Exchange 2013): \$125,844 (one-time hard cost)
- Anti-Virus/Anti-Spam: \$5,726 (one-time hard cost) and \$2,699/year
- ITD technical labor: \$30,253 (per year soft cost)
- Labor productivity losses: \$66,696 (per year soft cost)

Therefore, the total costs are:

Alternative 2: Maintaining the System In-House

Fiscal Year	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019
Hardware		\$25,000			
Software		\$125,844			
Anti-Spam	\$2,699	\$2,699	\$2,699	\$2,699	\$8,425
ITD Labor	\$30,253	\$30,253	\$30,253	\$30,253	\$30,253
County Labor	\$66,696	\$66,696	\$66,696	\$66,696	\$66,696
Running Total	\$99,648	\$250,492	\$350,140	\$416,488	\$521,862

The above two tables show a total financial benefit of \$43,562 over five years with real benefits accruing in year four. Following is a list of key insights into the above numbers:

- ITD Labor consists of a calculated 17% of the total time of our 2 senior system administrators multiplied by their total wages and benefits.
- County Labor consists of multiplying the average salaried employee’s wages and benefits by the 1500 licensed users, multiplied by 16 hours of downtime multiplied by a 10% loss of productivity.
- \$484,745 of the \$521,862 for keeping the system in-house represents lost labor productivity.
- The estimate of employees only losing 10% of their productivity is very conservative by industry standards.

VII. Risks and Responses

ITD Management finds very few risks related to this project. Funding sources are very diverse and can be scaled as needed in the future. The County also has talented technical staff capable of fully understanding and managing the technologies involved.

This effort is designed to reduce risks associated with system outages. Catapult Systems can also provide long-term management services around Hosted Exchange at an added cost. This ability can mitigate the substantial risk associated with the County losing its’ existing qualified technical personnel who would be managing the system.



VIII. Alternatives and Alternatives Analysis

In the Cost/Benefit Analysis section, we examined two options for the Board: maintaining our existing systems and environment and moving to Microsoft's Office 365 Hosted Exchange offering. The root problem that has led to the system outages is the Board's lack of a capable data center facility.

Currently, the County's Microsoft Exchange email system is hosted at the Emergency Operations Center (EOC). This is an aging facility and County management has long desired to replace this facility. However, estimates of the cost to do so are in the \$23 Million range which previous Boards have seen as prohibitively expensive. However, as opposed to moving email services to Microsoft's facilities, the Board could alternatively (alternative 3) build its own data center, or (alternative 4) move its email systems to a competent data center provider in the community while still having the systems managed completely by County ITD staff.

Both of these options would continue to have the same hardware, software and labor costs described in the Alternative 2 above. Added to those costs would be either building a new data center or co-locating equipment with a local data center provider.

Alternative 3

The costs of building a new, capable data center and supplying power over 5 years is estimated to be \$1,290,960 based on industry standards. While this option is far more expensive than either of the options listed in the Cost/Benefit Analysis section, it has the added benefit of allowing the I.T. Department to move more than one hundred other servers to the location and gain the benefits of improved system availability from those systems as well. However, given the overall cost of this solution and the lack of long-term flexibility it entails, it is the least recommended solution.

Alternative 4

A final option would be to move the email server to a local, Brevard County based data center provider. Two Brevard based organizations: Atlantic Business Systems and netDirective Technologies directly responded to the RFP. Atlantic's 5-year price was \$1,513,792 and netDirective's was \$1,070,667. Both of these prices are substantially higher than the winning bidders. However, there may be some cost offsets if the County were to move its' entire server infrastructure to a local hosting facility. Those cost offsets are unknown at this time.

IX. Funding Sources

Should the Board choose to go forward with this project, ITD management recommends that the funding of the \$175,000 for implementation services by Catapult Systems be provided for from the General Fund. It is also recommended that each Department provide the funding of \$3.37 per month per employee who uses email. Microsoft requires a full one-year of funding in advance every year. Therefore, the Information Technology Department would calculate each Department's share, transfer the money from each Department to internal accounts, and remit the proposed amount to Catapult Systems on an annual basis.

Due to the fact that this was not a budgeted item by Departments for the current fiscal year, ITD management also recommends that the Board provide the County Manager with the flexibility to subsidize certain departments as he deems it necessary to meet their operational requirements.

X. Recommendation

Of the four alternatives mentioned in this document, the Information Technology Department Director recommends awarding Catapult System's the contract for providing hosted email services to the Board's employees. Including both hard and soft costs, it is the least costly option for the County.

This solution provides a set of potential long-term benefits that are not directly obvious. The costs of hosted email solutions have declined dramatically over the last five years due to intense competition in the private market. There is good reason to believe that these cost reductions will continue in the future. On the other hand, the costs of maintaining systems in-house will likely only increase due to increasing labor costs.

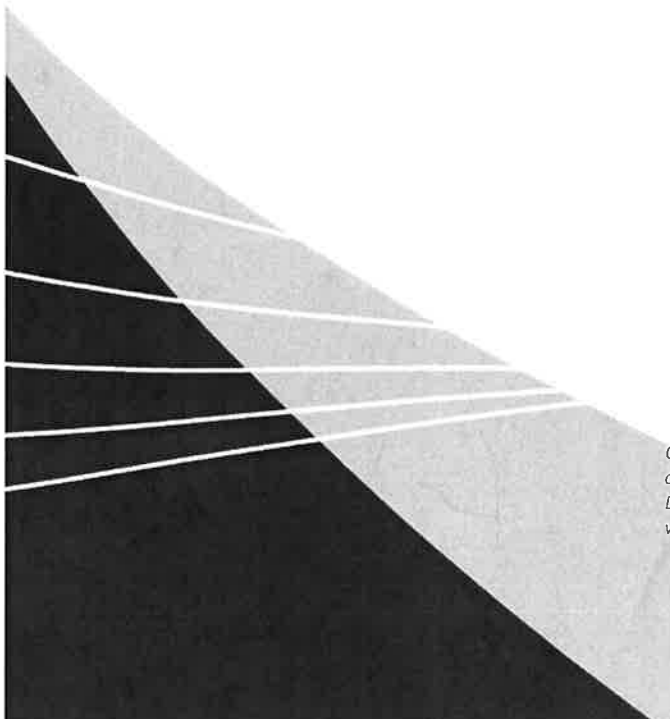
Secondly, Hosted Exchange is only one service provided by Microsoft Office 365. The Board's Intranet is run on Microsoft SharePoint Server which is another service that can be migrated in the future. Microsoft Office 365 also provides hosted versions of the entire Microsoft Office suite. By moving employees to this product, the Board will reduce long-term I.T. costs of data storage and management which can further reduce costs.

Finally, the I.T. Department has had significant difficulty in recruiting and maintaining the kind of highly technical and capable staff needed to manage some of these very complex systems. By moving email to Microsoft's data center, it will significantly reduce the Board's reliance on a very small group of people and allow these staff member's to focus their efforts on more productive activities.

O365 Licensing Agreement

For Brevard County

Revision 1.0
June 17, 2014



Confidentiality: This Statement of Work was developed specifically for Brevard County. The concepts and methodologies contained herein are proprietary to Catapult Systems LLC. Duplication, reproduction or disclosure of information in this document without the express, written permission of Catapult Systems LLC is prohibited.

Table of Contents

1.	General Terms.....	1
1.1	Usage and Ordering	1
1.2	Financial Terms	2
1.3	Duty to Protect.....	3
1.4	Confidentiality and Security	4
1.5	Warranty.....	4
1.6	Limited liability.....	4
1.7	Term, Termination, and Suspension.....	5
1.8	Miscellaneous.	5
1.9	U.S. Government Customers.	6
1.10	Florida Non-State Government Agencies.	6
2.	Pricing & Terms	7
2.1	Pricing Section:.....	7
3.	Acceptance.....	8

1. General Terms

This Office 365 Agreement for Online Services ("Agreement") is entered into between Catapult Systems, LLC ("Catapult Systems" or "Catapult"), a Texas Limited Liability Company, and the entity identified on the signature form ("Customer"). This Agreement is effective when it has been signed by both parties.

1.1 Usage and Ordering

- A. **Right to Use.** Customer may access and use "Office 365", and install and use client device software (if any) that is included with Customer's subscription to Office 365 ("Client"), only as described in this agreement. All other rights are reserved. "Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.
- B. **Acceptable Use.** Customer will use Office 365 only per the authorized use policy ("AUP") at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>. Customer will not use Office 365 in any way that infringes a third party's patent, copyright, or trademark or misappropriates its trade secret. Customer may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. Customer may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.
- C. **Compliance.** Customer will comply with all laws and regulations applicable to Customer's use of Office 365. In providing Office 365, Catapult Systems and our affiliates, licensors, and suppliers (including Microsoft and its applicable affiliates ("Providers")) will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. Customer will obtain any consents required: (1) to allow Customer to access, monitor, use, and disclose user data; and (2) for Catapult and its Providers to provide Office 365. If Customer is an educational institution, Customer will obtain any parental consent for end users' use of Office 365 as required by applicable law.
- D. **Customer Data.** "Customer Data" (all data, including all text, sound, or image files that are provided to Catapult Systems or our Providers by, or on behalf of, Customer through Customer's use of Office 365) is used only to provide Customer with Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365's operation. It may also include improving features for finding and protecting against threats to users. Neither Catapult Systems nor our Providers ("We") will derive information from Customer Data for any advertising or other commercial purposes. We will enable Customer to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Customer contact information may be provided so that a requestor can contact Customer. If law requires disclosure, we will use commercially reasonable efforts to notify Customer, if permitted. Customer Data may be transferred to, and stored and processed in, any country Catapult Systems or our Providers maintain facilities, unless Customer provisions its tenant in the United States, If Customer does, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

- E. **Changes.** Office 365 may be changed periodically, after which Customer may need to agree to new terms. Customer may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.
- F. **Use rights.** Use rights specific to Office 365 are posted online at the link to the AUP.
- G. **Usage and reassignment.** Only one "User" (a specific, named, natural person, employed by or working as onsite contractor for Customer, and for whom Customer has purchased the requisite License) may access Office per "License" (Customer's right to permit one user to access Office 365, solely on a subscription basis). A License may be (1) permanently reassigned from one User to another or (2) temporarily reassigned to another User while the first User is absent (e.g. due to illness or vacation). However, temporary reassignments to enable rotating or similar shift work are not permitted.
- H. **Ordering; initial, mid-year and annual orders. Customer will place an initial purchase order ("Initial Order") from Catapult Systems for Office 365 licenses.** Each license included in the Initial Order will be invoiced for a full 12 months of service at the applicable monthly License price, and will cover the initial "Annual Period" ending 12 full months following the Effective Date. If the Effective Date occurs on or after the second (2nd) day of the month it falls in, then the initial partial-month period preceding the first full calendar month will be provided at no cost.

To increase the number of Licenses during the initial Annual Period, and during any subsequent Annual Period, Customer must place a "Mid-Year Order" for such additional Licenses. The fees for these additional Licenses in each Mid-Year Order will be prorated based upon the number of full Calendar months remaining in the applicable Annual Period, following receipt of such order. Customer may only reduce the quantity of Licenses on a prospective basis as part of Customer's annual order for the next Annual Period. Customer's reduction of the quantity of Licenses to zero shall constitute termination of the Agreement by Customer.

Customer must submit an annual order for each additional Annual Period, which accounts for the total quantity of Licenses to be applicable as of the start of that Annual Period, including both (i) any Licenses ordered during the prior Annual Period, and (ii) any License reductions, relative to the prior Annual Period (if applicable). The annual order must be received by Catapult Systems between 45 and 60 days prior to the anniversary date of the Initial Order.

- I. **Late ordering.** If the annual order is not received when due,
 - i. Catapult Systems will invoice Customer for the following year for the quantity of Licenses ordered in the prior Annual Period; and
 - ii. License reductions cannot be reported until the following Annual Period anniversary date.

1.2 Financial Terms

- A. **Pricing.** The fees chargeable by Catapult Systems to Customer are per-License fees, which are (1) based upon monthly per-License prices as set forth in this Agreement; and (2) billed up-front, upon receipt of order, for the remainder of the applicable order period (as set forth in § 1.1.). License fees are chargeable to Customer upon execution of this Agreement, without regard to whether the Customer's Users actually access or use Office 365.
- B. **Invoicing and payment.** Unless indicated otherwise, Catapult Systems will invoice the Customer in full upon acceptance of each order. Annual orders will be invoiced upon Catapult Systems' acceptance of the Initial Order and forty-five (45) days prior to the anniversary date of the Initial Order thereafter. Payment is due on the date specified in Catapult Systems' invoice. Catapult Systems may change the

terms in this § 1.2.B on 30 days' notice to Customer. If Customer fails to make payment of any sums by the due date, then Catapult Systems may do any or all of the following (without waiving any other right or remedy):

- i. If Customer's payment is not received within fortyfive (45) days of the due date, terminate the Agreement on thirty (30) days' notice (or immediately on notice if Customer has two (2) or more late payments during the Term as defined in 1.7.a);
- ii. Hold all pending orders and suspend all access under the Agreement until all payments due are received; or
- iii. Charge interest on the past-due amount from the first day the amount is past-due until paid in full. Such interest will be charged on a daily basis at the rate of 1% per month (12% per annum) on a simple interest basis, or the legal maximum, whichever is less. Customer will pay interest on demand to Catapult Systems.

C. Other payment terms. Customer will:

- i. Make payments by ACH or wire transfer to Catapult Systems' designated account, or by any other means Catapult Systems may periodically require;
- ii. Pay (and not deduct from any amount due) any remittance costs;
- iii. Include Catapult Systems' invoice number (if applicable) on each such wire transfer;
- iv. Not withhold payment or make deductions on any invoiced amount (e.g., by way of offset, counterclaim, or otherwise, for returns, rebates, price adjustments, billing errors, handling fees, allowances, or otherwise) unless Catapult Systems issues a credit note. Customer will make all payments in full and in the currency specified in Catapult Systems' invoice. Notwithstanding the above, if Customer disputes any invoiced amount then Customer will pay the non-disputed amount and provide details of the dispute or complaint (together with supporting documents and information) within twenty-one (21) days of the date of Catapult Systems' invoice.

D. SLA credits. If a service outage has occurred that meets the criteria of the applicable service level agreement ("SLA"), the Customer will be entitled to a credit based on the monthly net per unit price paid to Catapult for the applicable Office 365 SKU. The credit will be issued in the form of a credit note on the Customer's account.

E. Taxes. The amounts indicated in the pricing sheet of this Agreement (Section 2) do not include taxes. Customer will pay to Catapult Systems any taxes, including sales and use tax, owed by Customer that Catapult is permitted to collect from Customer under law. If Customer is exempt from taxes, Customer must provide to Catapult Systems a valid exemption certificate, in which case, Catapult Systems will not collect the taxes covered by such certificate.

1.3 Indemnification

- A. Defense.** Catapult Systems or our Providers, at our expense, will indemnify and defend Customer against any claims made by an unaffiliated third party that Office 365 infringes its intellectual property right, patent, copyright, trademark, or other property right, or misappropriates its trade secret.
- B. Remedies.** If Catapult Systems or our Providers reasonably believe that a claim under §1.3 may bar Customer's use of Office 365, Catapult Systems or our Providers will seek to: (1) obtain the right for Customer to keep using it; or (2) modify or replace it with a functional equivalent and notify Customer to stop use of the prior version. If these options are not commercially reasonable, Catapult Systems or our

Providers may terminate Customer's rights to Office 365 and refund any payments for unused Subscription rights.

- C. **Other obligations.** To the extent permitted by law, Customer will (1) notify Catapult Systems promptly of a claim under this §1.3 and (2) allow Catapult Systems or our Providers to assist in Customer's defense or settlement. Customer will provide reasonable help to defend. Catapult Systems or our Providers will reimburse Customer for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither Catapult Systems nor our Providers will be bound by any settlement to which we do not agree in writing, this § 1.3 provides the exclusive remedy for these claims.
- D. **Limits.** The obligations of Catapult Systems and our Providers in this §1.3 will not apply to a claim or award based on: (1) Customer Data; (2) software not provided by Catapult Systems or our Providers; (3) modifications Customer makes to Office 365, or materials Customer provides or makes available as part of using Office 365; (4) Customer's combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by Catapult Systems or our Providers; or (5) Customer's use of a Microsoft trademark without Microsoft's express, written consent, or Customer's use of Office 365 after being notified to stop due to a third-party claim.

1.4 Confidentiality and Security.

Our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

1.5 Warranty.

- A. **Limited warranty.** Microsoft's warrants that Office 365 will meet the service level commitments regarding delivery and performance of Office 365 that are documented on the Microsoft licensing website (see <http://www.microsoft.com/licensing/contracts>) ("the SLA") during the subscription period of the order for Office 365; Customer's only remedy for breach of warranty is stated in the SLA.
- B. **Disclaimer.** Catapult Systems (1) gives no other warranties (express, implied, statutory, or otherwise); and (2) makes no representations not contained in this Agreement regarding Office 365. To the maximum extent permitted by Law, Microsoft and Catapult Systems exclude all implied warranties, such as implied warranties of merchantability, non-infringement, and fitness for a particular purpose.
- C. **No warranties for other items.** Microsoft and Catapult Systems make no warranties as to items distributed under a third party name, copyright, trademark, or trade name that may be offered with or incorporated in Office 365. To the maximum extent permitted by Law, Microsoft and Catapult Systems will have no liability in connection with such third party items (e.g., supply or failure to supply).

1.6 Limited liability.

Unless the Law requires otherwise, the only damages remedy that either party will have for anything related to this Agreement is to obtain direct damages from the liable party up to the amount actually paid by Customer to Catapult Systems for Office 365 during the one-year period prior to the date on which the claim arose (or \$5,000.00 if Customer paid no fees), minus any amounts paid by the liable party during that same period for any prior liability. Neither party can recover any other damages from the other related to this Agreement, including

consequential, lost revenues, lost profits, special, indirect, punitive, exemplary, or incidental damages. The limitations in this § 1.6 apply to: (1) anything related to Office 365; and (2) claims for breach of contract, breach of warranty, strict liability, negligence, or other tort to the extent permitted by Law. It also applies even if the non-breaching party is not fully compensated for any losses, or if the breaching party knew or should have known about the possibility of damages. The limits and exclusions in this §1.6 apply to the extent permitted by law, but do not apply to (1) obligations under §1.3; or (2) intellectual property infringement or misappropriation.

1.7 Term, Termination, and Suspension.

- A. **Term and termination.** This agreement will remain in effect for three years after the effective date (“The Term”), subject to Customer’s right under applicable law to terminate for convenience.
- B. **Customer Data.** Customer may extract Customer Data at any time. If Customer’s subscription expires or terminates, Microsoft will keep Customer’s Data in a limited account for at least 90 days so Customer may extract it. Microsoft may delete Customer’s Data after such 90 day period.
- C. **Regulatory.** If a government rule or regulation applies to Catapult Systems or its Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or Catapult Systems or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, our Providers may change Office 365 or terminate this agreement. If our Providers change Office 365 to come into compliance, and Customer does not like the change, Customer has the right to terminate this agreement..
- D. **Suspension.** Catapult Systems or our Providers may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if Customer does not promptly respond under §1.3 to intellectual property claims; or (3) for non-payment; or (4) if Customer violates the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. Catapult Systems or our Providers will notify Customer before a suspension, unless doing so may increase damages. Catapult Systems will notify Customer at least 30 days before suspending for non-payment. If Customer does not fully address the reasons for suspension within 60 days after the beginning of suspension, Catapult Systems may terminate Customer’s subscription..

1.8 Miscellaneous.

- A. **Notices.** Customer must send notice by regular mail, return receipt requested, to the address on the Online Services Portal for Office 365 (effective when delivered) and to:

Catapult Systems LLC
1221 South Mo Pac Expressway
Three Barton Skyway, Suite 350
Austin, TX 78746.

Catapult Systems or its Providers may email notice to Customer’s account administrators (effective when sent).

- B. **Applicable Law.** This Agreement will be governed by the laws applicable to Customer, without regard to conflict of laws. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>.

- C. **Severability.** If a court holds any term of this Agreement illegal, invalid, or unenforceable, the rest of this Agreement will remain in effect, and this Agreement will be deemed amended to give effect to the eliminated term to the maximum extent possible.
- D. **Waiver.** Failure to enforce this agreement is not a waiver. No waiver of any breach of this Agreement will be a waiver of any other breach, and any waiver must be in writing and signed by an authorized representative of the waiving party.
- E. **Relationship.** The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture.
- F. **Entire Agreement.** This agreement (including the SLA, AUP, and price sheet in Section 2) are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. This Agreement can be changed only by an amendment signed by both parties.
- G. **Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and signed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and signed by authorized representatives of both parties.
- H. **Survivability.** Agreement terms that require performance or apply to events that may occur after termination or expiration will survive, including §1.3.
- I. **Provider Rights.** Catapult Systems' Providers may deliver Office 365, and the rights granted to Catapult Systems also apply to its Providers.
- J. **Successors.** This Agreement shall inure to the benefit of and be binding on the successors and valid assigns of both parties.

1.9 U.S. Government Customers.

Where Customer is an entity of the U.S. Government, the following additional provisions shall apply:

- A. **Incorporation of FAR Terms.** The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference into this Agreement:
 - i. 52.222-26. Equal Opportunity
 - ii. 52-222-35. Affirmative Action for Special Disabled and Vietnam Era Veterans
 - iii. 52.203-13. Contractor Code of Business Ethics and Conduct (AS APPLICABLE)
 - iv. 52.222-36. Affirmative Action for Workers with Disabilities.

1.10 Florida Non-State Government Agencies.

Catapult Systems agrees to make available to all Florida non-state level government agencies, departments, and municipalities the prices in this Agreement submitted in accordance with the terms and conditions herein, should any said governmental entity desire to buy under this Agreement.

2. Pricing & Terms

Catapult Systems agrees to provide the Product Parts (SKU's) to Customer at the prices listed below. Any orders for O365 licenses made by Catapult on behalf of Customer will use these agreed prices. These prices are based on the special RFP Pricing provided by Microsoft for Brevard County dated 2/18/2014. If Microsoft makes any updates to the AOS-G pricing that would affect this agreement, Catapult Systems will provide Customer with an updated pricelist for any subsequent orders or extensions.

2.1 Pricing Section:

Product Part Number (SKU)	Product Description	Monthly Net Unit Price	Discounted Monthly Net Unit Price
3MS-00001	ExchgOnlnPlan1G ShrdSvr ALNG SubsVL MVL PerUsr	\$3.49	\$2.14
4ES-00001	ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	\$2.00	\$1.23

3. Acceptance

Catapult Systems, LLC	Brevard County
Name (Sign):	Name (Sign):
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:

Please acknowledge acceptance of this Agreement with signature above. Fax, email or deliver this entire signed agreement to:

Christina Boe
Sr. Account Executive
Christina.Boe@CatapultSystems.com
(813) 2830645
1511 N. Westshore Blvd, Suite 900
Tampa, FL 33607



Office 365 Exchange Online
Migration

Statement of Work

For Brevard County

August 14, 2014

*This document was developed specifically for Brevard County.
The concepts and methodologies **contained** herein are
proprietary to Catapult Systems LLC. Duplication, reproduction or
disclosure of information in this document without the express,
written permission of Catapult Systems LLC. is prohibited.*

Contents

1. Engagement Overview	3
1.1 Objective.....	3
1.2 Success Criteria.....	3
1.3 Solution Concept.....	3
2. Scope of Work	6
2.1 Catapult Scope	6
2.2 Client Participation.....	7
2.3 Out of Scope	8
2.4 Activity Plan.....	9
2.5 Deliverables.....	11
2.6 Estimating Assumptions.....	11
3. Delivery Approach	13
3.1 Staffing	13
3.2 Status Reporting.....	13
3.3 Approving Deliverables	13
3.4 Change Management.....	14
4. Professional Service Fees	15
5. Terms and Conditions	16
6. Acceptance.....	17

1. Engagement Overview

1.1 Objective

Brevard County has engaged Catapult Systems to provide infrastructure consulting services to assist with the planning, design, deployment, and migration of their users from Exchange 2010 on premise to Office 365 Exchange Online.

Catapult will be responsible for migrating email, contacts, and calendar information for approximately 3000 users from Exchange 2010 on premise to Exchange Online.

1.2 Success Criteria

This engagement will be successful when:

- User Communication Plan and timeline have been agreed upon and executed accordingly
- Training of technical staff has occurred prior to pilot migration; Training will be presented in a side-by-side format and will be focused on core support and operations required to successfully manage Office 365.
- Test cases have been approved by Brevard County and successfully executed by Catapult
- Up to 3000 mailboxes are migrated from Exchange 2010 on Premise to Office 365 including email, calendars, and server-side contacts with minimal unplanned or unexpected data loss
- Disruptions, service incidents, and email outages have been minimized during the migration
- All users are able to access their email, calendars, and contacts in Outlook Web Access (OWA)
- All deliverables have been reviewed and approved by Brevard County

1.3 Solution Concept

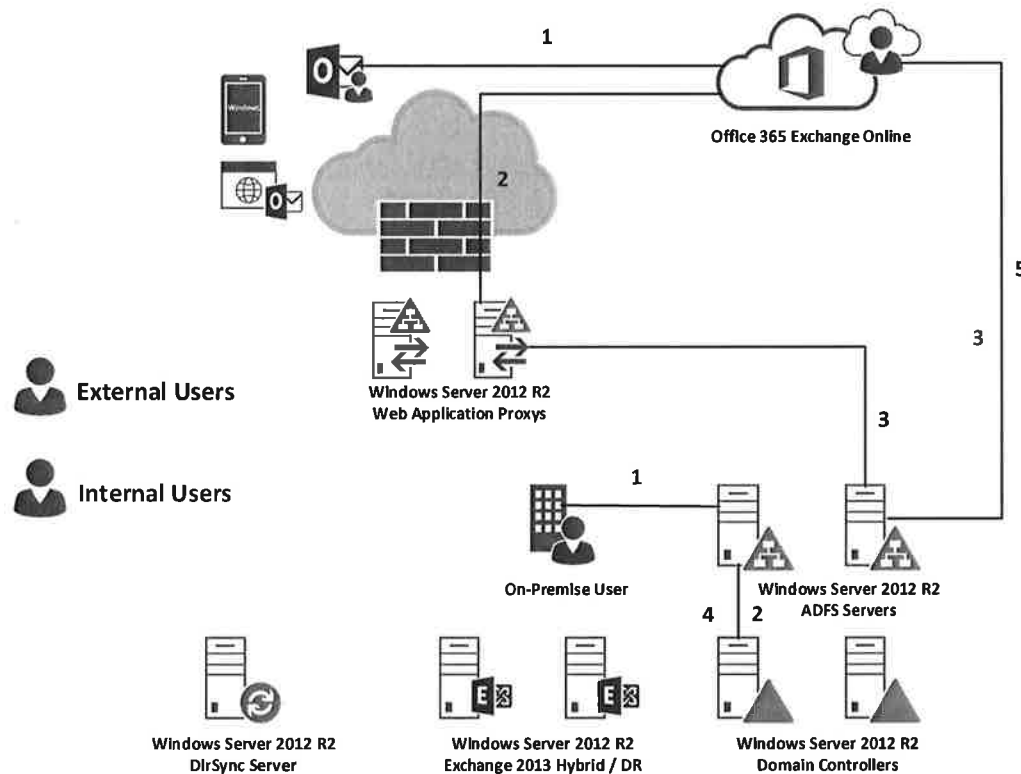
1.3.1 Rich Coexistence

The following diagram shows the components that are required to configure rich coexistence between Exchange Online and Exchange on-premises. This is not meant to be a design of the solution, but just a conceptual overview. Components include:

- Active Directory Federation Services (ADFS) server within the internal network. Multiple ADFS servers can be used for high availability.
- An ADFS proxy server within the perimeter network to provide a secure communication path from the Internet to internal ADFS server(s). Multiple ADFS proxy servers can be used for high availability. Note that a reverse proxy server (like Microsoft TMG) may be used in place of the ADFS proxy server.

- A Directory Sync server to synchronize Active Directory (AD) objects into the Office 365 tenant's directory. This server makes a single outbound connection to the Office 365 directory.
- An Exchange 2013 hybrid server to allow for communication between Exchange online and Exchange on-premises. Multiple Exchange 2013 hybrid servers can be used for high availability. Licensing for the Exchange 2013 Hybrid Server is provided by Microsoft through your Office 365 licensing.
- A Reverse Proxy server can be used to provide a secure connection to your Exchange 2013 Hybrid server from the internet, but it is not required.

Hardware/Software load-balancers can be utilized to provide high-availability to the ADFS Proxy and ADFS server



1.3.2 Authentication

Office 365 provides two distinct authentication methods that integrate with Active Directory.

The first method involves synchronizing passwords with Active Directory using the Directory Synchronization tool provided by Microsoft. This method is called "same sign-on," which requires users to enter their credentials into Office 365 after logging onto their domain-joined PC. The benefit of same sign-on is that users may enter the same credentials as their regular Active Directory domain login and a separate username and password is not required.

The second method is called single sign-on, which does not require users to re-enter their credentials after login to a domain-joined machine. Single sign-on requires the Active Directory Federation services in addition to the Directory Synchronization tool.

Users whose computers are not joined to the domain or otherwise do not authenticate to Active Directory upon login will need to enter their credentials to access Office 365 regardless of whether same sign-on or single sign-on are configured.

Catapult will implement Single Sign-On with Active Directory Federation Services for Brevard County.

2. Scope of Work

2.1 Catapult Scope

The Catapult team is responsible for the following work items to complete this engagement:

1. Leading the Project Kickoff Meeting
2. Creating the project plan and schedule
3. Facilitating the solution alignment workshop and design session
4. Developing and delivering the migration design documentation and test cases
5. Creating the Office 365 tenant and validate domain(s)
6. Installing 1 Directory Synchronization server
7. Installing 4 servers for ADFS services (2 Web Application Proxies and 2 ADFS Servers) for use with single sign-on.
8. Installing a Exchange hybrid server, if applicable to agreed-upon design. Configuring Exchange hybrid for co-existence with Office 365.
9. Performing client access cutover from Exchange on premise to Exchange Hybrid server. Configuring the mail routing to support Office 365.
10. Assisting with remediation and preparation for full scale deployment including:
 - a. Modification or remediation of active directory objects including depreciated values, duplicate objects, or UPN suffixes not supported by Office 365
 - b. Any other items identified by the Office 365 readiness utility as potential issues with the Office 365 integration
11. Providing step-by-step documentation on the following (to be deployed to SharePoint Online using basic template, or may be provided as Word documents):
 - a. How to perform the basic steps users must take prior to the migration:
 - i. Clearing out deleted items
 - ii. Searching for and removing large mail items
 - iii. Updating mobile device operating systems
 - b. What to expect on migration day
 - i. How to know if you've been migrated
 - ii. Reconfiguring your mobile phone (iPhone/iPad, Windows Phone, and Android)
 - iii. Configuring software email clients to connect to Office 365 (Outlook 2010, Outlook 2013, Outlook 2011 for Mac)
 - iv. Logging into Outlook Web App
 - v. Managing spam in Office 365 for End Users
 - c. Providing suggested end user communication schedule and timeline
 - d. Providing up to five sample email communication suggestions for end user communication at each point in the project
12. Migration of a pilot group of 15 users from Exchange 2010 to Office 365
 - a. Executing the approved test plan and test cases
 - b. Leading the Pilot post-mortem meeting
 - c. Making updates to production plan, as required
13. Migration of all the production users from Exchange 2010 to Office 365
14. Documentation of the implemented solution in an As-Built Document

15. Performing general knowledge transfer to Brevard County IT staff
16. Supporting escalation of issues from the Brevard County IT support team; Catapult will provide a list of information to gather prior to escalation of an issue
17. Provide On Site Admin Training to include the following:
 - Exchange Installation including best practices, scripting and recovery
 - Office 365 – overview of the portal and all sections underneath, a drilldown on the sections that affect Brevard County
 - Client Access configuration – authentication, Outlook Web Access, Exchange Control Panel, Exchange Web Services, Outlook Anywhere, SSL Certificates and Autodiscover.
 - Hub Transport Role – Mail routing in with Office 365 and a Hybrid environment, Transport Rules, Send and Receive Connectors, Accepted Domains, White Listing of messages,
 - Mailbox Role – Storage requirements for Mailboxes and Public Folders, migration (aka mailbox moves) techniques both on premise and with Office 365, litigation hold vs in place archiving and Searching
 - General Exchange Administration – User account creation, association with Active Directory, MailUsers, Contacts, Rooms and Resources, removing users, troubleshooting techniques, eDiscovery
 - PowerShell – how can it make your life easier, Connecting to Office 365, Reports, Mass manipulation of data,
 - Directory Synchronization (DirSync) – how it functions, what data is replicated, manually launching a sync, troubleshooting using FIM console, what can get you into a unsupported state
18. Leading the Project Closure and Acceptance meeting

2.2 Client Participation

The Brevard County Project team will participate in this engagement as follows:

1. Provision the equipment necessary for deployment (e.g. hardware, virtual machines in Amazon EC2, Azure, or in Datacenter, load-balancers, and operating systems)
2. Provide list of applications that interface with current Exchange I environment (e.g. SMTP relays, voicemail integration, IMAP/POP usage, etc.)
3. Brevard County will provide a list of SMTP domains that must be accepted by Office 365.
4. Provide list of “VIP” users and their assistants or calendar managers
5. Request and approve all change management tickets in Brevard County environment
6. Apply necessary patches to client workstations. Brevard County will make sure all users have Microsoft Office 2007 SP3 or later and all subsequent patches, hotfixes, and updates.
7. Provide an Active Directory Enterprise administrator account for the one-time installation of DirSync tool
8. Perform changes to internal and external DNS, as required
9. Desktop troubleshooting process as it relates to installation or configuration of desktop productivity software (e.g. Office 2010 or Office 2013)
10. Resolution of basic tickets which may be resolved by following end user adoption instructions provided by Catapult are Brevard County’s responsibility.
11. Assist with identification of high risk users:

- a. Users with items larger than 25MB in their Exchange mailbox. Includes calendars, contacts, tasks, notes and email. Brevard County is responsible for the management and strategy for dealing with large items. Catapult can provide guidance where needed.
- b. Identify users with large numbers of items in top level folders
- c. Identify users with large numbers of folders (>1000)
- d. Identify users with large numbers of recoverable items

2.3 Out of Scope

The following items should be considered with respect to the overall client objective, but are not planned for this engagement:

1. Voicemail service integration
2. Installation of firmware or operating systems on mobile devices
3. Patching of desktop email clients such as Outlook
4. Any items not specifically mentioned as in scope

2.4 Activity Plan

The table below summarizes the work activities planned for the completion of this engagement. Based on our current work estimates and staffing approach, we expect a total duration of approximately fourteen (14) weeks.

Tasks	Preliminary Schedule
Project Kickoff	Day 1
Verify Team members and roles	
Define team status meeting rhythm	
Development of Project Plan	Week 1-2
Validate needed milestones and leadership signoff	
Development of Communication Plan	Week 1
On Site Training of designated IT staff	Week 1
On Site Discovery of current environment and customization needs	Week 1-2
Assess and discover the existing Active Directory, DNS, network environments and server infrastructure	
Gather technical, business, and migration requirements	
Align service description/capability and requirements	
Design and plan pilot migration approach, including 3rd party application dependencies, provide Solution Approach Document	
Verify on site server requirements	
Validate client OS, Office installation and patching	
Delivery of Implementation Plan	Week 3
Infrastructure Installation and stabilization	Week 3
Remediate Active Directory Issues and run readiness tools	Week 3
Install of Exchange 2013 Hybrid Server	Week 3
Configure settings to meet requirements	Week 3
Install of Directory Synchronization (DirSync)	Week 3
Correct errors that arise	Week 3
Cutover Front End Services to Exchange 2013 Note: Requirement for co-existence with Exchange Online with Exchange On Premise	Week 3
Test Migrations with Pure Test accounts for functionality	Week 3
Review Migration results and start to develop migration performance baseline.	Week 3
Delivery of Infrastructure and Review Acceptance	Week 4
Pilot Migration	Week 4
Send Communications to Pilot Users notifying what to expect	Week 4
Migrate Pilot Users Mailboxes to Office 365	Week 4
Verify Day after migration experience	Week 4

Tasks	Preliminary Schedule
Deliver end user post documentation	Week 4
Survey Pilot User's Experience	Week 4
Migrate Pilot User's Archive Data	Week 4
Determine Migration Capacity and Performance	Week 4
Delivery of Pilot Migration Milestone	Week 5
Production Migrations	Week 6 – 10
Send Communications to Pilot Users notifying what to expect	Week 6 – 10
Migrate Users Mailboxes to Office 365	Week 6 – 10
Verify Day after migration experience	Week 6 – 10
Deliver end user post documentation	Week 6 – 10
Survey User's Experience	Week 6 – 10
Migrate User's Archive Data	Week 6 – 10
Refine Migration Capacity (as necessary)	Week 6 – 10
Legacy User Migrations	Week 11 – 14
Migrate Legacy Users Mailboxes to Office 365	Week 11 – 14
Test that the data is properly showing once users are removed	Week 11 – 14
Infrastructure Clean Up	
Decommission the Exchange 2010 environment	Week 12
Test DR scenarios where some mailboxes would need to be moved on premise in the event of Emergency	Week 12
Update Build Documentation with final configuration	Week 12 – 13
Deliver Final Production Ready environment	Week 14

2.5 Deliverables

This engagement will produce the following deliverables:

#	Deliverable	Description
1	Migration Design and Test Cases	Describes roles and responsibilities, migration process, technical implementation design, testing plan, and test cases
2	End User Adoption Materials	Set of materials to guide end users in tasks to perform before the migration and sets expectations for migration day. Includes suggested end user communication schedule and timeline as well as recommendations for communication content.
3	As-Built Document	Outlines a high level design of the solution deployed and ongoing administration needs
4	End User Training Documentation	This will be a custom Quick Reference Guide to assist end-users with the information that they will need the day after migration and the functional differences compared to the legacy environment.
5	Administrator Training Documents	<p>These training documents will come from a number of sources</p> <ul style="list-style-type: none"> • Microsoft TechNet - will be used for standard commands since these can change over time • Custom Scripts – all scripts generated during training and throughout the engagement will be left behind including comments for reference. <p>Policies and Procedures – Custom configuration needed for Brevard County will be documented so that the settings can be reproduced. Also the details of what is covered in the onsite training will be combined as additional reference.</p>

2.6 Estimating Assumptions

The overall scope and related work estimates for this engagement were developed based on the following assumptions. Material changes to these assumptions may impact the estimated effort, schedule and fees associated with completing the work.

1. The scope, approach, and deliverables for this initiative are based on our current understanding of the work required to complete the objective.
2. Catapult will provide materials to assist in end user adoption and training. However, Brevard County will be responsible for all distribution and communication of these materials to end users. This includes but is not limited to distribution of the communications with end users about the deployment timing, pre-requisites, and training steps to take before and after the migration occurs.
3. Information provided in Brevard County documents and statements prior to this Statement of Work is assumed to be an accurate representation of the respective subject matter.
4. Brevard County key stakeholders will be readily accessible for key decision making throughout the course of the initiative.

5. The Catapult team may perform portions of the work either on site or off site, depending on the nature of each task. When working off site, VPN access will be granted to the Catapult team for access to servers and other systems necessary to perform their tasks.
6. Hardware and software costs that may be required to complete this engagement are not included in this Statement of Work.
7. Knowledge transfer will take place during the deployment.
8. Office 365/Lync does not support the Outlook 2003 client.
9. Office 365 clients and operating systems are fully patched to the latest version.
10. Brevard County will be the first responders for client issues and will escalate to Catapult as necessary.
11. The estimate for the mailbox migration is based on the assumption that the environment at Brevard County (mailbox size, network bandwidth, etc.) can support at least 90 mailbox migrations per night. Our calculations are based on the following assumptions:
 - Catapult understands that Brevard has a 400mb connection to the internet, of which 200mb is typically available during normal business hours. After hours the available bandwidth is close to the 400mb total capacity. Catapult team would be able to perform migration activities during all hours of the day with the completion of the migrations happening after hours.
 - Our current understanding is that Brevard has a total of 3183 user and shared mailboxes constituting 3.168TB of data to be migrated to Exchange Online. This results in an average mailbox size of 100MB and less than 1GB of transferred per day. There are also 20 users with mailboxes over 10 GB and these mailbox migrations will need to be migrated over several days and would ideally be over a weekend.

3. Delivery Approach

3.1 Staffing

Key Catapult roles for this engagement are described below:

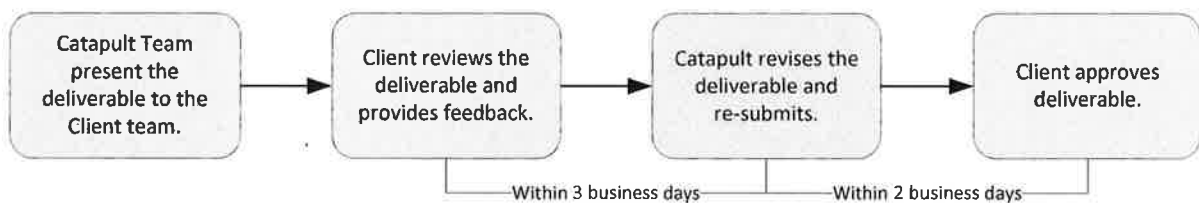
Role	Responsibilities
Sr. Solution Architect	<ul style="list-style-type: none"> Responsible for project design and implementation plan Creates test plan and test cases Perform data migration Generates documentation per contract Assists with issue escalation
O365 Consultant	<ul style="list-style-type: none"> Will be staffed only on migration day to assist with end user issues and questions
Delivery Manager / Project Manager	<ul style="list-style-type: none"> Serve as escalation point for customer needs Deliver weekly status reports Manages Project Schedule

3.2 Status Reporting

The Catapult team will prepare a weekly status report that captures relevant details related to work progress and any issues that require management attention. The status report will also include budget and schedule tracking information. This status report will be provided by the Catapult Project Manager or Delivery Manager and presented formally in a virtual or onsite status meeting.

3.3 Approving Deliverables

Catapult and Brevard County teams will jointly execute a deliverable review process as defined in the diagram below.



The effort estimates in this Statement of Work account for one iteration of the approval process shown here. If during the engagement Brevard County requires more iterations of this process, the Catapult project lead will evaluate the related impact on budget and schedule and execute the change management process as appropriate.

3.4 Change Management

Either Catapult or Brevard County may initiate a change request when some change or event has occurred that may impact the scope of the engagement. Catapult will prepare formal documentation that includes description of the change with estimated implementation effort and impact to schedule and budget. Brevard County can choose to approve or deny the change request. Catapult will not proceed with work related to the change request until Brevard County has issued formal approval.

Some examples of events that can cause a change request include the following:

- *Change in Technical Scope* – Brevard County decides to include new functionality or capabilities not identified in the initial scope and related work estimates.
- *Change in Scope of Work* – Brevard County requests Catapult perform work activities or produce deliverables not originally assigned to the Catapult team.
- *Change in Approach* – Material changes in the work approach due to circumstances outside the control of the engagement team (some examples include: Brevard County team members not available as planned, delays in Brevard County tasks or responsibilities, equipment not available as planned.).

4. Professional Service Fees

Catapult will provide the services defined in this Statement of Work (SOW) on a *fixed fee* basis for a total fee of \$175,000 according to the payment schedule below:

Project Milestone	Invoice Amount
Project Initiation	\$ 25,000.00
Implementation Plan	\$ 14,000.00
Pilot Migration	\$ 36,000.00
Production Migration Complete	\$ 54,000.00
Project Complete	\$ 31,000.00
Training	\$ 15,000.00
Total Cost	\$ 175,000.00

These services shall be performed in accordance with this SOW and the terms and conditions of the IT Consulting Services agreement between Catapult and the State of Florida (973-561-10-1) in effect at the time of signature for this SOW.

We will begin the scheduling process for the physical and personnel resources as soon as Catapult receives acceptance of this arrangement.



5. Terms and Conditions

This Statement of Work (SOW) is subject to the terms and conditions of the Professional Services Agreement (PSA) between Catapult and Brevard County in effect at the time of signature for this SOW.

- Any exceptions to the PSA are noted in this Statement of Work and are not to be construed as permanent modifications to the Professional Services Agreement (i.e. they apply only to this SOW).
- Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the Agreement.
- To the extent that there is any conflict between this SOW and the Agreement, this SOW shall prevail.

The term of this SOW is effective beginning upon execution and continues through completion of the engagement.

6. Acceptance

CATAPULT SYSTEMS, LLC.	Brevard County
SIGNATURE	SIGNATURE
PRINTED NAME Terri Burmeister	PRINTED NAME
TITLE General Manager, Florida	TITLE
DATE	DATE

Please acknowledge acceptance of this Statement of Work with signature above. Fax, email or deliver this entire signed agreement to:

Christina Boe
813.283.0645 | OFFICE
813.310.9745 | CELL
813.868.2115 | FAX
Christina.Boe@CatapultSystems.com
1511 N. Westshore Blvd. Suite 900
Tampa, FL 33607



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

January 28, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item VI.E.1., Permission to Award and Authorization for Chairman to Execute Contract for Request for Proposal (RFP) P-4-14-07/Hosted Email Services, Utilizing Microsoft Cloud Systems for County Email

The Board of County Commissioners, in regular session on January 27, 2015, awarded RFP P-4-14-07/Hosted Email Services, to Catapult Systems to provide Microsoft Cloud Systems for County email; and authorized the Chairman to execute all associated Contracts.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

cc: Information Technology Director
Budget
Finance

Tammy,
Attached are
the signed docs.
Thanks again.
- Alice, I.T.,
#52889



Office 365 Exchange Online Migration

Statement of Work

For Brevard County

August 14, 2014

*This document was developed specifically for Brevard County.
The concepts and methodologies **contained** herein are
proprietary to Catapult Systems LLC. Duplication, reproduction or
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written permission of Catapult Systems LLC. is prohibited.*

Contents

1. Engagement Overview	3
1.1 Objective.....	3
1.2 Success Criteria.....	3
1.3 Solution Concept.....	3
2. Scope of Work	6
2.1 Catapult Scope	6
2.2 Client Participation.....	7
2.3 Out of Scope	8
2.4 Activity Plan.....	9
2.5 Deliverables	11
2.6 Estimating Assumptions.....	11
3. Delivery Approach	13
3.1 Staffing	13
3.2 Status Reporting.....	13
3.3 Approving Deliverables	13
3.4 Change Management.....	14
4. Professional Service Fees	15
5. Terms and Conditions	16
6. Acceptance	17

1. Engagement Overview

1.1 Objective

Brevard County has engaged Catapult Systems to provide infrastructure consulting services to assist with the planning, design, deployment, and migration of their users from Exchange 2010 on premise to Office 365 Exchange Online.

Catapult will be responsible for migrating email, contacts, and calendar information for approximately 3000 users from Exchange 2010 on premise to Exchange Online.

1.2 Success Criteria

This engagement will be successful when:

- User Communication Plan and timeline have been agreed upon and executed accordingly
- Training of technical staff has occurred prior to pilot migration; Training will be presented in a side-by-side format and will be focused on core support and operations required to successfully manage Office 365.
- Test cases have been approved by Brevard County and successfully executed by Catapult
- Up to 3000 mailboxes are migrated from Exchange 2010 on Premise to Office 365 including email, calendars, and server-side contacts with minimal unplanned or unexpected data loss
- Disruptions, service incidents, and email outages have been minimized during the migration
- All users are able to access their email, calendars, and contacts in Outlook Web Access (OWA)
- All deliverables have been reviewed and approved by Brevard County

1.3 Solution Concept

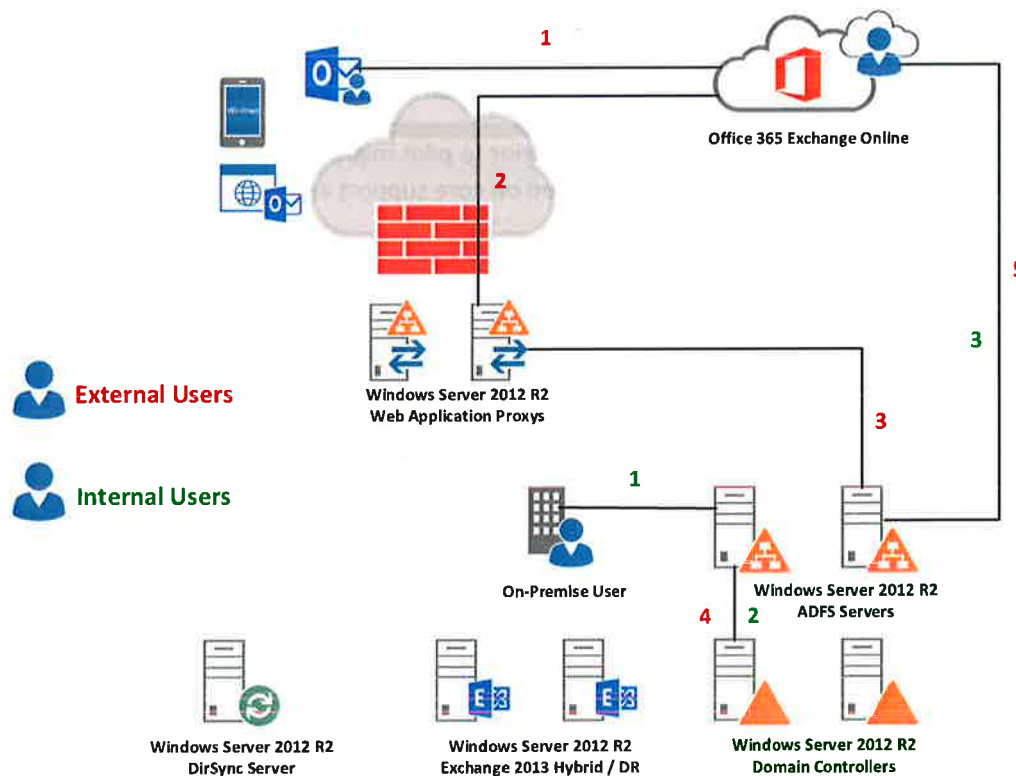
1.3.1 Rich Coexistence

The following diagram shows the components that are required to configure rich coexistence between Exchange Online and Exchange on-premises. This is not meant to be a design of the solution, but just a conceptual overview. Components include:

- Active Directory Federation Services (ADFS) server within the internal network. Multiple ADFS servers can be used for high availability.
- An ADFS proxy server within the perimeter network to provide a secure communication path from the Internet to internal ADFS server(s). Multiple ADFS proxy servers can be used for high availability. Note that a reverse proxy server (like Microsoft TMG) may be used in place of the ADFS proxy server.

- A Directory Sync server to synchronize Active Directory (AD) objects into the Office 365 tenant's directory. This server makes a single outbound connection to the Office 365 directory.
- An Exchange 2013 hybrid server to allow for communication between Exchange online and Exchange on-premises. Multiple Exchange 2013 hybrid servers can be used for high availability. Licensing for the Exchange 2013 Hybrid Server is provided by Microsoft through your Office 365 licensing.
- A Reverse Proxy server can be used to provide a secure connection to your Exchange 2013 Hybrid server from the internet, but it is not required.

Hardware/Software load-balancers can be utilized to provide high-availability to the ADFS Proxy and ADFS server



1.3.2 Authentication

Office 365 provides two distinct authentication methods that integrate with Active Directory.

The first method involves synchronizing passwords with Active Directory using the Directory Synchronization tool provided by Microsoft. This method is called "same sign-on," which requires users to enter their credentials into Office 365 after logging onto their domain-joined PC. The benefit of same sign-on is that users may enter the same credentials as their regular Active Directory domain login and a separate username and password is not required.



The second method is called single sign-on, which does not require users to re-enter their credentials after login to a domain-joined machine. Single sign-on requires the Active Directory Federation services in addition to the Directory Synchronization tool.

Users whose computers are not joined to the domain or otherwise do not authenticate to Active Directory upon login will need to enter their credentials to access Office 365 regardless of whether same sign-on or single sign-on are configured.

Catapult will implement Single Sign-On with Active Directory Federation Services for Brevard County.

2. Scope of Work

2.1 Catapult Scope

The Catapult team is responsible for the following work items to complete this engagement:

1. Leading the Project Kickoff Meeting
2. Creating the project plan and schedule
3. Facilitating the solution alignment workshop and design session
4. Developing and delivering the migration design documentation and test cases
5. Creating the Office 365 tenant and validate domain(s)
6. Installing 1 Directory Synchronization server
7. Installing 4 servers for ADFS services (2 Web Application Proxies and 2 ADFS Servers) for use with single sign-on.
8. Installing a Exchange hybrid server, if applicable to agreed-upon design. Configuring Exchange hybrid for co-existence with Office 365.
9. Performing client access cutover from Exchange on premise to Exchange Hybrid server. Configuring the mail routing to support Office 365.
10. Assisting with remediation and preparation for full scale deployment including:
 - a. Modification or remediation of active directory objects including depreciated values, duplicate objects, or UPN suffixes not supported by Office 365
 - b. Any other items identified by the Office 365 readiness utility as potential issues with the Office 365 integration
11. Providing step-by-step documentation on the following (to be deployed to SharePoint Online using basic template, or may be provided as Word documents):
 - a. How to perform the basic steps users must take prior to the migration:
 - i. Clearing out deleted items
 - ii. Searching for and removing large mail items
 - iii. Updating mobile device operating systems
 - b. What to expect on migration day
 - i. How to know if you've been migrated
 - ii. Reconfiguring your mobile phone (iPhone/iPad, Windows Phone, and Android)
 - iii. Configuring software email clients to connect to Office 365 (Outlook 2010, Outlook 2013, Outlook 2011 for Mac)
 - iv. Logging into Outlook Web App
 - v. Managing spam in Office 365 for End Users
 - c. Providing suggested end user communication schedule and timeline
 - d. Providing up to five sample email communication suggestions for end user communication at each point in the project
12. Migration of a pilot group of 15 users from Exchange 2010 to Office 365
 - a. Executing the approved test plan and test cases
 - b. Leading the Pilot post-mortem meeting
 - c. Making updates to production plan, as required
13. Migration of all the production users from Exchange 2010 to Office 365
14. Documentation of the implemented solution in an As-Built Document

15. Performing general knowledge transfer to Brevard County IT staff
16. Supporting escalation of issues from the Brevard County IT support team; Catapult will provide a list of information to gather prior to escalation of an issue
17. Provide On Site Admin Training to include the following:
 - Exchange Installation including best practices, scripting and recovery
 - Office 365 – overview of the portal and all sections underneath, a drilldown on the sections that affect Brevard County
 - Client Access configuration – authentication, Outlook Web Access, Exchange Control Panel, Exchange Web Services, Outlook Anywhere, SSL Certificates and Autodiscover.
 - Hub Transport Role – Mail routing in with Office 365 and a Hybrid environment, Transport Rules, Send and Receive Connectors, Accepted Domains, White Listing of messages,
 - Mailbox Role – Storage requirements for Mailboxes and Public Folders, migration (aka mailbox moves) techniques both on premise and with Office 365, litigation hold vs in place archiving and Searching
 - General Exchange Administration – User account creation, association with Active Directory, MailUsers, Contacts, Rooms and Resources, removing users, troubleshooting techniques, eDiscovery
 - PowerShell – how can it make your life easier, Connecting to Office 365, Reports, Mass manipulation of data,
 - Directory Synchronization (DirSync) – how it functions, what data is replicated, manually launching a sync, troubleshooting using FIM console, what can get you into a unsupported state
18. Leading the Project Closure and Acceptance meeting

2.2 Client Participation

The Brevard County Project team will participate in this engagement as follows:

1. Provision the equipment necessary for deployment (e.g. hardware, virtual machines in Amazon EC2, Azure, or in Datacenter, load-balancers, and operating systems)
2. Provide list of applications that interface with current Exchange I environment (e.g. SMTP relays, voicemail integration, IMAP/POP usage, etc.)
3. Brevard County will provide a list of SMTP domains that must be accepted by Office 365.
4. Provide list of “VIP” users and their assistants or calendar managers
5. Request and approve all change management tickets in Brevard County environment
6. Apply necessary patches to client workstations. Brevard County will make sure all users have Microsoft Office 2007 SP3 or later and all subsequent patches, hotfixes, and updates.
7. Provide an Active Directory Enterprise administrator account for the one-time installation of DirSync tool
8. Perform changes to internal and external DNS, as required
9. Desktop troubleshooting process as it relates to installation or configuration of desktop productivity software (e.g. Office 2010 or Office 2013)
10. Resolution of basic tickets which may be resolved by following end user adoption instructions provided by Catapult are Brevard County’s responsibility.
11. Assist with identification of high risk users:

- a. Users with items larger than 25MB in their Exchange mailbox. Includes calendars, contacts, tasks, notes and email. Brevard County is responsible for the management and strategy for dealing with large items. Catapult can provide guidance where needed.
- b. Identify users with large numbers of items in top level folders
- c. Identify users with large numbers of folders (>1000)
- d. Identify users with large numbers of recoverable items

2.3 Out of Scope

The following items should be considered with respect to the overall client objective, but are not planned for this engagement:

1. Voicemail service integration
2. Installation of firmware or operating systems on mobile devices
3. Patching of desktop email clients such as Outlook
4. Any items not specifically mentioned as in scope

2.4 Activity Plan

The table below summarizes the work activities planned for the completion of this engagement. Based on our current work estimates and staffing approach, we expect a total duration of approximately fourteen (14) weeks.

Tasks	Preliminary Schedule
Project Kickoff	Day 1
Verify Team members and roles	
Define team status meeting rhythm	
Development of Project Plan	Week 1-2
Validate needed milestones and leadership signoff	
Development of Communication Plan	Week 1
On Site Training of designated IT staff	Week 1
On Site Discovery of current environment and customization needs	Week 1-2
Assess and discover the existing Active Directory, DNS, network environments and server infrastructure	
Gather technical, business, and migration requirements	
Align service description/capability and requirements	
Design and plan pilot migration approach, including 3rd party application dependencies, provide Solution Approach Document	
Verify on site server requirements	
Validate client OS, Office installation and patching	
Delivery of Implementation Plan	Week 3
Infrastructure Installation and stabilization	Week 3
Remediate Active Directory Issues and run readiness tools	Week 3
Install of Exchange 2013 Hybrid Server	Week 3
Configure settings to meet requirements	Week 3
Install of Directory Synchronization (DirSync)	Week 3
Correct errors that arise	Week 3
Cutover Front End Services to Exchange 2013 Note: Requirement for co-existence with Exchange Online with Exchange On Premise	Week 3
Test Migrations with Pure Test accounts for functionality	Week 3
Review Migration results and start to develop migration performance baseline.	Week 3
Delivery of Infrastructure and Review Acceptance	Week 4
Pilot Migration	Week 4
Send Communications to Pilot Users notifying what to expect	Week 4
Migrate Pilot Users Mailboxes to Office 365	Week 4
Verify Day after migration experience	Week 4

Tasks	Preliminary Schedule
Deliver end user post documentation	Week 4
Survey Pilot User's Experience	Week 4
Migrate Pilot User's Archive Data	Week 4
Determine Migration Capacity and Performance	Week 4
Delivery of Pilot Migration Milestone	Week 5
Production Migrations	Week 6 – 10
Send Communications to Pilot Users notifying what to expect	Week 6 – 10
Migrate Users Mailboxes to Office 365	Week 6 – 10
Verify Day after migration experience	Week 6 – 10
Deliver end user post documentation	Week 6 – 10
Survey User's Experience	Week 6 – 10
Migrate User's Archive Data	Week 6 – 10
Refine Migration Capacity (as necessary)	Week 6 – 10
Legacy User Migrations	Week 11 – 14
Migrate Legacy Users Mailboxes to Office 365	Week 11 – 14
Test that the data is properly showing once users are removed	Week 11 – 14
Infrastructure Clean Up	
Decommission the Exchange 2010 environment	Week 12
Test DR scenarios where some mailboxes would need to be moved on premise in the event of Emergency	Week 12
Update Build Documentation with final configuration	Week 12 – 13
Deliver Final Production Ready environment	Week 14

2.5 Deliverables

This engagement will produce the following deliverables:

#	Deliverable	Description
1	Migration Design and Test Cases	Describes roles and responsibilities, migration process, technical implementation design, testing plan, and test cases
2	End User Adoption Materials	Set of materials to guide end users in tasks to perform before the migration and sets expectations for migration day. Includes suggested end user communication schedule and timeline as well as recommendations for communication content.
3	As-Built Document	Outlines a high level design of the solution deployed and ongoing administration needs
4	End User Training Documentation	This will be a custom Quick Reference Guide to assist end-users with the information that they will need the day after migration and the functional differences compared to the legacy environment.
5	Administrator Training Documents	<p>These training documents will come from a number of sources</p> <ul style="list-style-type: none"> • Microsoft TechNet - will be used for standard commands since these can change over time • Custom Scripts – all scripts generated during training and throughout the engagement will be left behind including comments for reference. <p>Policies and Procedures – Custom configuration needed for Brevard County will be documented so that the settings can be reproduced. Also the details of what is covered in the onsite training will be combined as additional reference.</p>

2.6 Estimating Assumptions

The overall scope and related work estimates for this engagement were developed based on the following assumptions. Material changes to these assumptions may impact the estimated effort, schedule and fees associated with completing the work.

1. The scope, approach, and deliverables for this initiative are based on our current understanding of the work required to complete the objective.
2. Catapult will provide materials to assist in end user adoption and training. However, Brevard County will be responsible for all distribution and communication of these materials to end users. This includes but is not limited to distribution of the communications with end users about the deployment timing, pre-requisites, and training steps to take before and after the migration occurs.
3. Information provided in Brevard County documents and statements prior to this Statement of Work is assumed to be an accurate representation of the respective subject matter.
4. Brevard County key stakeholders will be readily accessible for key decision making throughout the course of the initiative.

5. The Catapult team may perform portions of the work either on site or off site, depending on the nature of each task. When working off site, VPN access will be granted to the Catapult team for access to servers and other systems necessary to perform their tasks.
6. Hardware and software costs that may be required to complete this engagement are not included in this Statement of Work.
7. Knowledge transfer will take place during the deployment.
8. Office 365/Lync does not support the Outlook 2003 client.
9. Office 365 clients and operating systems are fully patched to the latest version.
10. Brevard County will be the first responders for client issues and will escalate to Catapult as necessary.
11. The estimate for the mailbox migration is based on the assumption that the environment at Brevard County (mailbox size, network bandwidth, etc.) can support at least 90 mailbox migrations per night. Our calculations are based on the following assumptions:
 - Catapult understands that Brevard has a 400mb connection to the internet, of which 200mb is typically available during normal business hours. After hours the available bandwidth is close to the 400mb total capacity. Catapult team would be able to perform migration activities during all hours of the day with the completion of the migrations happening after hours.
 - Our current understanding is that Brevard has a total of 3183 user and shared mailboxes constituting 3.168TB of data to be migrated to Exchange Online. This results in an average mailbox size of 100MB and less than 1GB of transferred per day. There are also 20 users with mailboxes over 10 GB and these mailbox migrations will need to be migrated over several days and would ideally be over a weekend.

3. Delivery Approach

3.1 Staffing

Key Catapult roles for this engagement are described below:

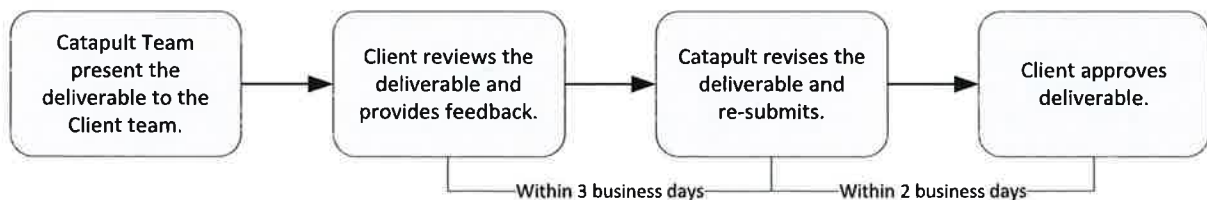
Role	Responsibilities
Sr. Solution Architect	<ul style="list-style-type: none"> Responsible for project design and implementation plan Creates test plan and test cases Perform data migration Generates documentation per contract Assists with issue escalation
O365 Consultant	<ul style="list-style-type: none"> Will be staffed only on migration day to assist with end user issues and questions
Delivery Manager / Project Manager	<ul style="list-style-type: none"> Serve as escalation point for customer needs Deliver weekly status reports Manages Project Schedule

3.2 Status Reporting

The Catapult team will prepare a weekly status report that captures relevant details related to work progress and any issues that require management attention. The status report will also include budget and schedule tracking information. This status report will be provided by the Catapult Project Manager or Delivery Manager and presented formally in a virtual or onsite status meeting.

3.3 Approving Deliverables

Catapult and Brevard County teams will jointly execute a deliverable review process as defined in the diagram below.



The effort estimates in this Statement of Work account for one iteration of the approval process shown here. If during the engagement Brevard County requires more iterations of this process, the Catapult project lead will evaluate the related impact on budget and schedule and execute the change management process as appropriate.

3.4 Change Management

Either Catapult or Brevard County may initiate a change request when some change or event has occurred that may impact the scope of the engagement. Catapult will prepare formal documentation that includes description of the change with estimated implementation effort and impact to schedule and budget. Brevard County can choose to approve or deny the change request. Catapult will not proceed with work related to the change request until Brevard County has issued formal approval.

Some examples of events that can cause a change request include the following:

- *Change in Technical Scope* – Brevard County decides to include new functionality or capabilities not identified in the initial scope and related work estimates.
- *Change in Scope of Work* – Brevard County requests Catapult perform work activities or produce deliverables not originally assigned to the Catapult team.
- *Change in Approach* – Material changes in the work approach due to circumstances outside the control of the engagement team (some examples include: Brevard County team members not available as planned, delays in Brevard County tasks or responsibilities, equipment not available as planned.).

4. Professional Service Fees

Catapult will provide the services defined in this Statement of Work (SOW) on a *fixed fee* basis for a total fee of \$175,000 according to the payment schedule below:

Project Milestone	Invoice Amount
Project Initiation	\$ 25,000.00
Implementation Plan	\$ 14,000.00
Pilot Migration	\$ 36,000.00
Production Migration Complete	\$ 54,000.00
Project Complete	\$ 31,000.00
Training	\$ 15,000.00
Total Cost	\$ 175,000.00

These services shall be performed in accordance with this SOW and the terms and conditions of the IT Consulting Services agreement between Catapult and the State of Florida (973-561-10-1) in effect at the time of signature for this SOW.

We will begin the scheduling process for the physical and personnel resources as soon as Catapult receives acceptance of this arrangement.


5. Terms and Conditions

This Statement of Work (SOW) is subject to the terms and conditions of the Professional Services Agreement (PSA) between Catapult and Brevard County in effect at the time of signature for this SOW.

- Any exceptions to the PSA are noted in this Statement of Work and are not to be construed as permanent modifications to the Professional Services Agreement (i.e. they apply only to this SOW).
- Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the Agreement.
- To the extent that there is any conflict between this SOW and the Agreement, this SOW shall prevail.

The term of this SOW is effective beginning upon execution and continues through completion of the engagement.

6. Acceptance

CATAPULT SYSTEMS, LLC.	Brevard County
SIGNATURE	SIGNATURE 
PRINTED NAME Terri Burmeister	PRINTED NAME Robin Fisher
TITLE General Manager, Florida	TITLE Chairman, Board of County Commissioners
DATE	DATE As approved by the Board on 1/27/2015.

Please acknowledge acceptance of this Statement of Work with signature above. Fax, email or deliver this entire signed agreement to:

Christina Boe
813.283.0645 | OFFICE
813.310.9745 | CELL
813.868.2115 | FAX
Christina.Boe@CatapultSystems.com
1511 N. Westshore Blvd. Suite 900
Tampa, FL 33607

Colon, Alice



From: Christina Boe [Christina.Boe@catapultsystems.com]
Sent: Friday, February 06, 2015 4:54 PM
To: Colon, Alice
Cc: Sellers, Jon
Subject: Brevard and Catapult SOW
Attachments: image.pdf

-----Original Message-----

From: CATTAMFAX@catapultsystems.com [<mailto:CATTAMFAX@catapultsystems.com>]
Sent: Friday, February 6, 2015 12:25 PM
To: Christina Boe
Subject: Internet Fax Job

Image data has been attached.

6. Acceptance

CATAPULT SYSTEMS, LLC.	Brevard County
SIGNATURE 	SIGNATURE 
PRINTED NAME Terri Burmeister	PRINTED NAME Robin Fisher
TITLE General Manager, Florida	TITLE Chairman, Board of County Commissioners
DATE 2/16/15	DATE As approved by the Board on 1/27/2015.

Please acknowledge acceptance of this Statement of Work with signature above. Fax, email or deliver this entire signed agreement to:

Christina Boe
813.283.0645 | OFFICE
813.310.9745 | CELL
813.868.2115 | FAX
Christina.Boe@CatapultSystems.com
1511 N. Westshore Blvd. Suite 900
Tampa, FL 33607

O365 Licensing Agreement

For Brevard County

Revision 1.0
June 17, 2014

Confidentiality: This Statement of Work was developed specifically for Brevard County. The concepts and methodologies contained herein are proprietary to Catapult Systems LLC. Duplication, reproduction or disclosure of information in this document without the express, written permission of Catapult Systems LLC is prohibited.

Table of Contents

1.	General Terms.....	1
1.1	Usage and Ordering	1
1.2	Financial Terms	2
1.3	Duty to Protect.....	3
1.4	Confidentiality and Security.....	4
1.5	Warranty.....	4
1.6	Limited liability.....	4
1.7	Term, Termination, and Suspension.....	5
1.8	Miscellaneous.....	5
1.9	U.S. Government Customers.....	6
1.10	Florida Non-State Government Agencies.....	6
2.	Pricing & Terms.....	7
2.1	Pricing Section:.....	7
3.	Acceptance.....	8

1. General Terms

This Office 365 Agreement for Online Services (“Agreement”) is entered into between Catapult Systems, LLC (“Catapult Systems” or “Catapult”), a Texas Limited Liability Company, and the entity identified on the signature form (“Customer”). This Agreement is effective when it has been signed by both parties.

1.1 Usage and Ordering

- A. **Right to Use.** Customer may access and use “Office 365”, and install and use client device software (if any) that is included with Customer’s subscription to Office 365 (“Client”), only as described in this agreement. All other rights are reserved. “Office 365” means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.
- B. **Acceptable Use.** Customer will use Office 365 only per the authorized use policy (“AUP”) at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>. Customer will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. Customer may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. Customer may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.
- C. **Compliance.** Customer will comply with all laws and regulations applicable to Customer’s use of Office 365. In providing Office 365, Catapult Systems and our affiliates, licensors, and suppliers (including Microsoft and its applicable affiliates (“Providers”)) will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. Customer will obtain any consents required: (1) to allow Customer to access, monitor, use, and disclose user data; and (2) for Catapult and its Providers to provide Office 365. If Customer is an educational institution, Customer will obtain any parental consent for end users’ use of Office 365 as required by applicable law.
- D. **Customer Data.** “Customer Data” (all data, including all text, sound, or image files that are provided to Catapult Systems or our Providers by, or on behalf of, Customer through Customer’s use of Office 365) is used only to provide Customer with Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither Catapult Systems nor our Providers (“We”) will derive information from Customer Data for any advertising or other commercial purposes. We will enable Customer to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Customer contact information may be provided so that a requestor can contact Customer. If law requires disclosure, we will use commercially reasonable efforts to notify Customer, if permitted. Customer Data may be transferred to, and stored and processed in, any country Catapult Systems or our Providers maintain facilities, unless Customer provisions its tenant in the United States, If Customer does, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

- E. **Changes.** Office 365 may be changed periodically, after which Customer may need to agree to new terms. Customer may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.
- F. **Use rights.** Use rights specific to Office 365 are posted online at the link to the AUP.
- G. **Usage and reassignment.** Only one "User" (a specific, named, natural person, employed by or working as onsite contractor for Customer, and for whom Customer has purchased the requisite License) may access Office per "License" (Customer's right to permit one user to access Office 365, solely on a subscription basis). A License may be (1) permanently reassigned from one User to another or (2) temporarily reassigned to another User while the first User is absent (e.g. due to illness or vacation). However, temporary reassignments to enable rotating or similar shift work are not permitted.
- H. **Ordering; initial, mid-year and annual orders. Customer will place an initial purchase order ("Initial Order") from Catapult Systems for Office 365 licenses.** Each license included in the Initial Order will be invoiced for a full 12 months of service at the applicable monthly License price, and will cover the initial "Annual Period" ending 12 full months following the Effective Date. If the Effective Date occurs on or after the second (2nd) day of the month it falls in, then the initial partial-month period preceding the first full calendar month will be provided at no cost.

To increase the number of Licenses during the initial Annual Period, and during any subsequent Annual Period, Customer must place a "Mid-Year Order" for such additional Licenses. The fees for these additional Licenses in each Mid-Year Order will be prorated based upon the number of full Calendar months remaining in the applicable Annual Period, following receipt of such order. Customer may only reduce the quantity of Licenses on a prospective basis as part of Customer's annual order for the next Annual Period. Customer's reduction of the quantity of Licenses to zero shall constitute termination of the Agreement by Customer.

Customer must submit an annual order for each additional Annual Period, which accounts for the total quantity of Licenses to be applicable as of the start of that Annual Period, including both (i) any Licenses ordered during the prior Annual Period, and (ii) any License reductions, relative to the prior Annual Period (if applicable). The annual order must be received by Catapult Systems between 45 and 60 days prior to the anniversary date of the Initial Order.

- I. **Late ordering.** If the annual order is not received when due,
 - i. Catapult Systems will invoice Customer for the following year for the quantity of Licenses ordered in the prior Annual Period; and
 - ii. License reductions cannot be reported until the following Annual Period anniversary date.

1.2 Financial Terms

- A. **Pricing.** The fees chargeable by Catapult Systems to Customer are per-License fees, which are (1) based upon monthly per-License prices as set forth in this Agreement; and (2) billed up-front, upon receipt of order, for the remainder of the applicable order period (as set forth in § 1.1.). License fees are chargeable to Customer upon execution of this Agreement, without regard to whether the Customer's Users actually access or use Office 365.
- B. **Invoicing and payment.** Unless indicated otherwise, Catapult Systems will invoice the Customer in full upon acceptance of each order. Annual orders will be invoiced upon Catapult Systems' acceptance of the Initial Order and forty-five (45) days prior to the anniversary date of the Initial Order thereafter. Payment is due on the date specified in Catapult Systems' invoice. Catapult Systems may change the

terms in this § 1.2.B on 30 days' notice to Customer. If Customer fails to make payment of any sums by the due date, then Catapult Systems may do any or all of the following (without waiving any other right or remedy):

- i. If Customer's payment is not received within fortyfive (45) days of the due date, terminate the Agreement on thirty (30) days' notice (or immediately on notice if Customer has two (2) or more late payments during the Term as defined in 1.7.a);
- ii. Hold all pending orders and suspend all access under the Agreement until all payments due are received; or
- iii. Charge interest on the past-due amount from the first day the amount is past-due until paid in full. Such interest will be charged on a daily basis at the rate of 1% per month (12% per annum) on a simple interest basis, or the legal maximum, whichever is less. Customer will pay interest on demand to Catapult Systems.

C. Other payment terms. Customer will:

- i. Make payments by ACH or wire transfer to Catapult Systems' designated account, or by any other means Catapult Systems may periodically require;
- ii. Pay (and not deduct from any amount due) any remittance costs;
- iii. Include Catapult Systems' invoice number (if applicable) on each such wire transfer;
- iv. Not withhold payment or make deductions on any invoiced amount (e.g., by way of offset, counterclaim, or otherwise, for returns, rebates, price adjustments, billing errors, handling fees, allowances, or otherwise) unless Catapult Systems issues a credit note. Customer will make all payments in full and in the currency specified in Catapult Systems' invoice. Notwithstanding the above, if Customer disputes any invoiced amount then Customer will pay the non-disputed amount and provide details of the dispute or complaint (together with supporting documents and information) within twenty-one (21) days of the date of Catapult Systems' invoice.

D. SLA credits. If a service outage has occurred that meets the criteria of the applicable service level agreement ("SLA"), the Customer will be entitled to a credit based on the monthly net per unit price paid to Catapult for the applicable Office 365 SKU. The credit will be issued in the form of a credit note on the Customer's account.

E. Taxes. The amounts indicated in the pricing sheet of this Agreement (Section 2) do not include taxes. Customer will pay to Catapult Systems any taxes, including sales and use tax, owed by Customer that Catapult is permitted to collect from Customer under law. If Customer is exempt from taxes, Customer must provide to Catapult Systems a valid exemption certificate, in which case, Catapult Systems will not collect the taxes covered by such certificate.

1.3 Indemnification

- A. Defense.** Catapult Systems or our Providers, at our expense, will indemnify and defend Customer against any claims made by an unaffiliated third party that Office 365 infringes its intellectual property right, patent, copyright, trademark, or other property right, or misappropriates its trade secret.
- B. Remedies.** If Catapult Systems or our Providers reasonably believe that a claim under §1.3 may bar Customer's use of Office 365, Catapult Systems or our Providers will seek to: (1) obtain the right for Customer to keep using it; or (2) modify or replace it with a functional equivalent and notify Customer to stop use of the prior version. If these options are not commercially reasonable, Catapult Systems or our

Providers may terminate Customer's rights to Office 365 and refund any payments for unused Subscription rights.

- C. **Other obligations.** To the extent permitted by law, Customer will (1) notify Catapult Systems promptly of a claim under this §1.3 and (2) allow Catapult Systems or our Providers to assist in Customer's defense or settlement. Customer will provide reasonable help to defend. Catapult Systems or our Providers will reimburse Customer for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither Catapult Systems nor our Providers will be bound by any settlement to which we do not agree in writing, this § 1.3 provides the exclusive remedy for these claims.
- D. **Limits.** The obligations of Catapult Systems and our Providers in this §1.3 will not apply to a claim or award based on: (1) Customer Data; (2) software not provided by Catapult Systems or our Providers; (3) modifications Customer makes to Office 365, or materials Customer provides or makes available as part of using Office 365; (4) Customer's combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by Catapult Systems or our Providers; or (5) Customer's use of a Microsoft trademark without Microsoft's express, written consent, or Customer's use of Office 365 after being notified to stop due to a third-party claim.

1.4 Confidentiality and Security.

Our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

1.5 Warranty.

- A. **Limited warranty.** Microsoft's warrants that Office 365 will meet the service level commitments regarding delivery and performance of Office 365 that are documented on the Microsoft licensing website (see <http://www.microsoft.com/licensing/contracts>) ("the SLA") during the subscription period of the order for Office 365; Customer's only remedy for breach of warranty is stated in the SLA.
- B. **Disclaimer.** Catapult Systems (1) gives no other warranties (express, implied, statutory, or otherwise); and (2) makes no representations not contained in this Agreement regarding Office 365. To the maximum extent permitted by Law, Microsoft and Catapult Systems exclude all implied warranties, such as implied warranties of merchantability, non-infringement, and fitness for a particular purpose.
- C. **No warranties for other items.** Microsoft and Catapult Systems make no warranties as to items distributed under a third party name, copyright, trademark, or trade name that may be offered with or incorporated in Office 365. To the maximum extent permitted by Law, Microsoft and Catapult Systems will have no liability in connection with such third party items (e.g., supply or failure to supply).

1.6 Limited liability.

Unless the Law requires otherwise, the only damages remedy that either party will have for anything related to this Agreement is to obtain direct damages from the liable party up to the amount actually paid by Customer to Catapult Systems for Office 365 during the one-year period prior to the date on which the claim arose (or \$5,000.00 if Customer paid no fees), minus any amounts paid by the liable party during that same period for any prior liability. Neither party can recover any other damages from the other related to this Agreement, including

consequential, lost revenues, lost profits, special, indirect, punitive, exemplary, or incidental damages. The limitations in this § 1.6 apply to: (1) anything related to Office 365; and (2) claims for breach of contract, breach of warranty, strict liability, negligence, or other tort to the extent permitted by Law. It also applies even if the non-breaching party is not fully compensated for any losses, or if the breaching party knew or should have known about the possibility of damages. The limits and exclusions in this §1.6 apply to the extent permitted by law, but do not apply to (1) obligations under §1.3; or (2) intellectual property infringement or misappropriation.

1.7 Term, Termination, and Suspension.

- A. **Term and termination.** This agreement will remain in effect for three years after the effective date (“The Term”), subject to Customer’s right under applicable law to terminate for convenience.
- B. **Customer Data.** Customer may extract Customer Data at any time. If Customer’s subscription expires or terminates, Microsoft will keep Customer’s Data in a limited account for at least 90 days so Customer may extract it. Microsoft may delete Customer’s Data after such 90 day period.
- C. **Regulatory.** If a government rule or regulation applies to Catapult Systems or its Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or Catapult Systems or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, our Providers may change Office 365 or terminate this agreement. If our Providers change Office 365 to come into compliance, and Customer does not like the change, Customer has the right to terminate this agreement..
- D. **Suspension.** Catapult Systems or our Providers may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if Customer does not promptly respond under §1.3 to intellectual property claims; or (3) for non-payment; or (4) if Customer violates the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. Catapult Systems or our Providers will notify Customer before a suspension, unless doing so may increase damages. Catapult Systems will notify Customer at least 30 days before suspending for non-payment. If Customer does not fully address the reasons for suspension within 60 days after the beginning of suspension, Catapult Systems may terminate Customer’s subscription..

1.8 Miscellaneous.

- A. **Notices.** Customer must send notice by regular mail, return receipt requested, to the address on the Online Services Portal for Office 365 (effective when delivered) and to:

Catapult Systems LLC
1221 South Mo Pac Expressway
Three Barton Skyway, Suite 350
Austin, TX 78746.

Catapult Systems or its Providers may email notice to Customer’s account administrators (effective when sent).

- B. **Applicable Law.** This Agreement will be governed by the laws applicable to Customer, without regard to conflict of laws. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>.

- C. **Severability.** If a court holds any term of this Agreement illegal, invalid, or unenforceable, the rest of this Agreement will remain in effect, and this Agreement will be deemed amended to give effect to the eliminated term to the maximum extent possible.
- D. **Waiver.** Failure to enforce this agreement is not a waiver. No waiver of any breach of this Agreement will be a waiver of any other breach, and any waiver must be in writing and signed by an authorized representative of the waiving party.
- E. **Relationship.** The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture.
- F. **Entire Agreement.** This agreement (including the SLA, AUP, and price sheet in Section 2) are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. This Agreement can be changed only by an amendment signed by both parties.
- G. **Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and signed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and signed by authorized representatives of both parties.
- H. **Survivability.** Agreement terms that require performance or apply to events that may occur after termination or expiration will survive, including §1.3.
- I. **Provider Rights.** Catapult Systems' Providers may deliver Office 365, and the rights granted to Catapult Systems also apply to its Providers.
- J. **Successors.** This Agreement shall inure to the benefit of and be binding on the successors and valid assigns of both parties.

1.9 U.S. Government Customers.

Where Customer is an entity of the U.S. Government, the following additional provisions shall apply:

- A. **Incorporation of FAR Terms.** The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference into this Agreement:
 - i. 52.222-26. Equal Opportunity
 - ii. 52-222-35. Affirmative Action for Special Disabled and Vietnam Era Veterans
 - iii. 52.203-13. Contractor Code of Business Ethics and Conduct (AS APPLICABLE)
 - iv. 52.222-36. Affirmative Action for Workers with Disabilities.

1.10 Florida Non-State Government Agencies.

Catapult Systems agrees to make available to all Florida non-state level government agencies, departments, and municipalities the prices in this Agreement submitted in accordance with the terms and conditions herein, should any said governmental entity desire to buy under this Agreement.


2. Pricing & Terms

Catapult Systems agrees to provide the Product Parts (SKU's) to Customer at the prices listed below. Any orders for O365 licenses made by Catapult on behalf of Customer will use these agreed prices. These prices are based on the special RFP Pricing provided by Microsoft for Brevard County dated 2/18/2014. If Microsoft makes any updates to the AOS-G pricing that would affect this agreement, Catapult Systems will provide Customer with an updated pricelist for any subsequent orders or extensions.

2.1 Pricing Section:

Product Part Number (SKU)	Product Description	Monthly Net Unit Price	Discounted Monthly Net Unit Price
3MS-00001	ExchgOnInPlan1G ShrdSvr ALNG SubsVL MVL PerUsr	\$3.49	\$2.14
4ES-00001	ExchOnInArchExchOnInG ShrdSvr ALNG SubsVL MVL PerUsr	\$2.00	\$1.23

3. Acceptance

Catapult Systems, LLC	Brevard County
Name (Sign):	Name (Sign): 
Name (Print):	Name (Print): Robin Fisher
Title:	Title: Chairman, Board of County Commissioners
Date:	Date: As approved by the Board on 1/27/2015.

Please acknowledge acceptance of this Agreement with signature above. Fax, email or deliver this entire signed agreement to:

Christina Boe
Sr. Account Executive
Christina.Boe@CatapultSystems.com
(813) 2830645
1511 N. Westshore Blvd, Suite 900
Tampa, FL 33607

Colon, Alice



From: Christina Boe [Christina.Boe@catapultsystems.com]
Sent: Friday, February 06, 2015 4:53 PM
To: Colon, Alice
Subject: Brevard and Catapult Licensing agreement
Attachments: image.pdf

-----Original Message-----

From: CATTAMFAX@catapultsystems.com [<mailto:CATTAMFAX@catapultsystems.com>]
Sent: Friday, February 6, 2015 12:27 PM
To: Christina Boe
Subject: Internet Fax Job

Image data has been attached.

3. Acceptance

Catapult Systems, LLC	Brevard County
Name (Sign): 	Name (Sign): 
Name (Print): Terri Burmeister	Name (Print): Robin Fisher
Title: General Manager, Florida	Title: Chairman, Board of County Commissioners
Date: 2/4/2015	Date: As approved by the Board on 1/27/2015.

Please acknowledge acceptance of this Agreement with signature above. Fax, email or deliver this entire signed agreement to:

Christina Boe
 Sr. Account Executive
 Christina.Boe@CatapultSystems.com
 (813) 2830645
 1511 N. Westshore Blvd, Suite 900
 Tampa, FL 33607