



SERVICES PROPOSAL

Project Name:	Intune/Azure AD/MECM	Seller Representative:
Customer Name:	MT DIABLO UNIFIED SCHOOL DISTRICT	Jeff Mitchell
CDW Affiliate:	CDW Government LLC	+1 (847) 465-6000 jeffmit@cdw.com
Date:	February 07, 2023	Solution Architect: Michael Poling
Drafted By		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and MT DIABLO UNIFIED SCHOOL DISTRICT (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

MICROSOFT ENTERPRISE MOBILITY + SECURITY PILOT

PROJECT SCOPE

The Seller has been engaged to conduct a Microsoft Enterprise Mobility + Security (EM+S) Pilot. The EM+S Pilot is a solution to manage mobile devices, applications, and data. Users have access to all of their mobile and Windows native apps from a unified corporate app store. IT gains control over mobile devices with configuration, security, provisioning and support capabilities. The Microsoft EM+S Solution can include multiple components, depending on the Customer’s requirements. With a Microsoft Enterprise Mobility solution, IT can meet their compliance and control needs while users get the freedom to experience work and life their way.

APPROACH

To achieve the goals outlined above, Seller will be working closely with Customer over the course of the engagement to:

- **Planning and Design Session:**
 - Review Current Environment and EM+S Features
 - Formulate a clear vision and high-level conceptual solution architecture
 - Develop a detailed solution design that satisfies the business and technical requirements
 - Identify the solution's business and technical requirements
 - Document the solution requirements and initial planning components
- **Build & Pilot:**
 - Microsoft Intune
 - Windows 10/11 Autopilot
- **Pilot Deployment:**
 - Determine the most efficient approach for deployment of the solution
 - Implement the Enterprise Mobility solution to a Pilot group of devices to validate the technology
- **Deployment Roadmap:**
 - Develop an extended roll-out plan to be executed by Customer Staff

PROJECT KICK-OFF MEETING

Seller will begin with a project kick-off meeting with the core Customer project team. Interviews conducted during this meeting will help determine the required business objectives, drivers and overall design objectives, and will finalize the scope of the engagement.

The kick-off meeting should occur at least one week prior to the onsite design and planning activities in order to give the teams the opportunity to prepare. The agenda topics to be covered will include the following:

- Knowledge transfer and review of company and project vision
- Outline of primary goals, objectives and project requirements
- Knowledge transfer of Company Physical Profile and Organization structure
- Document Request Current State
- Establishment of Project Management Protocol for the engagement
- Establishment of Roles and Project Schedule
- Claiming Partner of Record (CPOR) process review

ESTABLISH CLAIMING PARTNER OF RECORD

Seller will provide step-by-step guidance to customer on where the Domain Name & Directory ID can be located. Domain Name & Directory ID will be provided back to Seller to associate Claiming Partner of Record (CPOR). CPOR enables Seller to help Customer optimize the use of Microsoft Online Services for desired business outcomes by providing Seller with access to usage and consumption data.

PROJECT EXECUTION

The project completion date will be no more than 15 weeks from the Customer Kick-off Meeting with the Seller team billing a minimum of eight (8) hours per week per active engineer and four (4) hours per active architect (if one is engaged) until the project is completed. If the work week includes holidays or the CDW resource is otherwise unavailable, project minimums for the week will be reduced for each day the team is unavailable.

The customer may request a project be put on hold for up to (10) contiguous business days with written notification to the Seller team at least five (5) business days prior to the start of the project hold. If the project hold exceeds the day limit, the project can be suspended which will release the assigned engineer from the engagement and pause the engagement until it is reactivated.

Timelines to reactivate a suspended project will be subject to Seller's resource availability to re-engage. Seller will attempt to reengage the same resource(s) based on availability, but there is no guarantee that the same resource(s) will be assigned to the engagement. Suspended projects may also require a change order to reactivate to add additional hours to the engagement based on the discretion of the project team.

The Seller may request a project be put on hold with written notification to the Customer team at least five (5) business days prior to the start of the project hold.

PLANNING AND DESIGN SESSION

During the Planning and Design phase, Seller will conduct meetings with the key stakeholders within Customer to explicitly identify all of the technical drivers for the project and capture the solution requirements and any known dependencies. The Seller will review the features and benefits of the Microsoft Enterprise Mobility + Security Solution and work with Customer team members to develop an overall design and configuration. Topics of discussion may include but are not limited to the following concepts and features.

- Review of technical and business requirements
- Current Environment Review
 - Active Directory Domain Services (AD DS)
 - Network
 - Platform and geographic distribution
 - Management and Monitoring tools
 - Security Definition
- Analysis and definition of requirements
 - Mobility Strategy
 - Device Management
 - Application Management
 - Content Management
 - Information Protection
 - Identity Protection
- Microsoft Enterprise Mobility design to support the predetermined application rollout
 - Microsoft Enterprise Mobility Architecture
 - Microsoft Intune
 - Azure AD Premium
 - Microsoft Information Protection/Rights Management Services
 - Authentication Methods
 - User Groups
- Mobile Device Management (Microsoft Intune)
 - Patch Management
 - Policy Management
 - Endpoint Protection
 - Conditional Access
 - Device Enrolment
 - Co-Management with Microsoft Endpoint Configuration Manager (MECM)
- Mobile Application Management (Microsoft Intune)
 - Software Distribution
 - Policy Configuration
- Identity and Access Management (Azure AD Premium)
 - User Access, Authentication and Identity Protection
 - Directory Synchronization
 - Write-back Access

- Federation Services
- Single Sign-On (SSO)
 - Understanding Azure AD Applications for SSO
 - Determining which apps are available for SSO
 - Enabling Azure AD Applications for SSO
 - Assigning users and groups to Azure AD Applications for SSO
- Multi-Factor Authentication (MFA)
 - Understanding Azure AD MFA
 - Methods of Authentication
 - Devices in scope
 - Securing Azure Resources
 - RADIUS integration utilizing Network Policy Server (NPS)
 - Securing on-premises Applications and resources
- Self Service Password Reset (SSPR)
 - Understanding Azure SSPR
 - SSPR Settings
 - Enabling Write Back to AD DS
- Security Reporting
- Discuss additional Microsoft Enterprise Mobility system design to enable needed functionality for complete deployment

BUILD AND PILOT

MICROSOFT INTUNE

The Build and Configure phase will complete the steps necessary to deploy and manage Microsoft Intune, as well as provide knowledge transfer on best practices and common administrative steps.

- Enable Microsoft Intune tenant
 - Configure standard settings
 - Integration with existing Azure AD Directory
- Security Role Assignments
 - Tenant Administrators
 - Service Administrators
 - Enrollment Managers
 - Users
- User and Device Groups
- Manage Update and Automatic Approvals
- Set up Alert Notifications and thresholds
- Architecting, Creating and Configuring Policy Management
 - iOS and Android (Up to 10)
 - Windows 10/11 Policies (Up to 5)
- Conditional Access
 - Install and Configure Application Connectors
 - Create and Define Access Policies
 - Exchange/O365
 - SharePoint
- Managing Reports
- Managed Software and Software Distribution Planning
 - Create and Deploy Application Packages (Up to 4)

- MSI, Microsoft Intune Packages for Windows 10/11
 - App Stores – External Links
 - iOS, .ipa, Android, .apk
- Configure Mobile Device Management for iOS, Android and Windows
 - Configure Application Signing and Sideload
 - Integrate Microsoft Exchange Connection to O365 or On-Premises
 - Enroll up to twenty-five (25) Mobile Devices with Microsoft Intune, install necessary applications
 - Deploy device policy per mobile device type
- Customize the Company Portal
- iOS Corporate Device Enrollment
 - Configure Device Enrollment
 - Create and Assign Enrollment Profile
 - Prepare Devices for Enrollment
 - Configure Device Enrollment token
- CDW will provide support for enrollment of the remaining amount of devices within the Microsoft program agreement (EMMIP SOW)

WINDOWS 10/11 AUTOPILOT

Windows 10/11 Autopilot allows for the configuration of mobile devices by using Microsoft Intune and the Microsoft Store for Business. The seller will utilize the customer's Microsoft Intune tenant to create the deployment profiles that will customize Windows 10/11 devices. The seller will assist in creating an account for Microsoft Store for Business if the customer hasn't already established one.

- Add up to two (2) Hardware ID's from current Windows 10/11 devices
- Configure up to two (2) Deployment Profiles with configuration settings
- Configure Microsoft Store For Business
- Demonstrate process to gather Hardware ID's to upload to Microsoft Store for Business

Demonstrate Windows Autopilot setup process on up to two (2) devices

PROJECT CLOSURE

To record the results of the project and provide the basis for further actions by Customer, Seller will provide a Next Steps document as outlined below.

At the project's conclusion, a closure meeting will be held with Customer and Seller (Delivery and Presales resources) to verify that all business and technical requirements have been satisfied. If, during the engagement, next steps or recommendations have been discovered by Seller those options will be presented to Customer for future action.

PROJECT ASSUMPTIONS

1. Customer has already acquired all needed Enterprise Mobility + Security licenses.
2. CDW will provide support of enrollments for only 90 days or until program ends if it is less than 90 days
3. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft, and has no objections in relation thereto.
4. Subscription for Azure enabling virtual machine hosting has been established.
5. All certificates necessary to deploy the servers have been acquired or will be easily acquired during design session.
6. Customer has Windows 10/11 Enterprise subscription, or another qualifying Microsoft 365 bundle that includes Window Enterprise edition
7. Customer will allow Seller to perform several interviews of stakeholders, sponsors, team members, technical staff and managers, who will be reasonably available for the time it takes to gather information.

8. Customer personnel will be available on a timely basis, and when reasonably requested by Seller, your personnel will provide input, review the services being performed and the items provided by Seller, answer questions, provide signoff, and allow CDW to gather and validate information, perform reviews and obtain other input.
9. Customer personnel will be committed to the degree necessary to successfully complete this project.
10. The scope and objectives of this project will be jointly managed by you and Seller to better ensure completion of the project within the anticipated schedule.
11. You and Seller will follow or coordinate with Seller's Project Management Methodology for this project.
12. **Product licenses.** Product licenses (Microsoft or non-Microsoft) will not be provided under this SOW. You are responsible for acquiring all necessary product licenses required as a result of this SOW.
13. **Source code review.** You will not provide us with access to non-Microsoft source code or source code information. For any non-Microsoft code, our services will be limited to analysis of binary data only, such as a process dump or network monitor trace.
14. This initiative has executive sponsorship. If issues, such as resource constraints, arise during the project that cannot be resolved by your Project Manager, the Project Manager will escalate the issue to the executive sponsor for timely resolution.
15. We assume that existing systems or programs upon which the project deliverables depend will not change during the term of this project.
16. If further technical due diligence uncovers any major technical issues, the designs related to Microsoft Enterprise Mobility may change to accommodate or compensate for those issues. Technical changes could impact the estimated effort, costing, or timelines.
17. All modifications requested subsequent to the signing of the contract will be managed using a Change Request.
18. Applications have sufficient documentation. Lacking formal documentation, it is possible that certain features or functions may be missed by the project team. This risk is being mitigated by having Customer subject matter experts (SME) as part of the project effort.
19. Required access privileges to the applications and environment for testing is provided in a timely fashion.
20. The Seller's delivery methodology will form the basis of this project. Any variations to these processes will be mutually agreed to by us and Customer.
21. Cost of Delay: The cost of all delays in Customer approval, issue resolution, and information provision to our team will be paid by Customer.
22. External Dependencies: There may be external projects/dependencies that may have significant impact on the timeline, schedule, and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.
23. Active Directory Domain Services is a healthy state and capable of supporting the deployment of Microsoft Enterprise Mobility and management of computers and devices.
24. Project management tasks will be performed remotely.
25. Customer has acquired all necessary hardware and software required to fulfill this project. Delays in hardware and software delivery may increase costs or change the project timeline.

CUSTOMER RESPONSIBILITIES

1. A valid Microsoft Azure Subscription is required to enable a tenant.
2. Customer will perform remaining device enrollments within the Microsoft program agreement (EMMIP SOW)
3. Customer will provide hardware that meet or exceed hardware and software requirements for Azure, Active Directory Domain Services, Azure AD Connect and/or Active Directory Federation Services
 - a. Public SSL Certificate(s) for AD FS
 - b. SSL Certificates
 - c. DNS access to configure proper Host records where needed
4. Customer has deployed a supported version of SharePoint to support integration with Office 365 SharePoint Online or on-premises.

5. Request an Apple Push Notification Service (APNS) certificate from Apple for management of iOS devices.
6. Microsoft supplied sideloading key for application distribution to Windows 8 devices.
7. Ability to open proper Firewall ports that are necessary.
8. Customer will acquire a public certificate, and register a public fully qualified domain name (FQDN) for the gateway role
9. Regarding Claiming Partner of Record (CPOR), Customer will provide Tenant Domain name and Directory ID to Seller prior to work beginning.

OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Deploying or configuring an Active Directory Certificate Services Public Key Infrastructure. If PKI is required or desired, the Customer is responsible for deploying it.
2. On-site support for deploying, configuring and enrolling devices into Microsoft Intune
3. Remediating existing infrastructure to support this solution (for example, AD DS, network hubs, switches, routers, and so on).
4. Modifying client operational and service desk procedures to reflect the changes brought about by the solution.
5. Modifying and/or stabilizing the current client environment.
6. Any troubleshooting of network-related issues.
7. Reviewing operational processes.
8. Deploying and/or configuring MFA Server on-premises. Microsoft has deprecated that solution, so it is no longer available.
9. Deploying and/or configuring of a Network Policy Server infrastructure.
10. Application packages related to deployment.
11. Managing Blackberry or native ActiveSync clients.
12. Industry regulatory compliance requirements.
13. Seller will not be conducting formal training; however, knowledge transfer is integral to the Seller approach throughout execution of our methodology.
14. Seller is not responsible for the inclusion of application infrastructure in isolated test lab. Applications that cannot be isolated in a lab environment due to cost, hardware, or time constraints will be identified and tested against the migration process by Customer in the production environment prior to any pilot migrations.
15. Remediating any application issues identified during the testing are the responsibility of Customer.
16. Application packaging is not included within the scope of the services estimated in this proposal unless previously specified.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Microsoft Enterprise Mobility Architecture Document	<p>This document will provide a summary of the information uncovered during the Microsoft Enterprise Mobility engagement. It includes the Microsoft Enterprise Mobility design that meets technical and business requirements.</p> <ul style="list-style-type: none"> • Hardware Requirements • Software Requirements • Application Requirements • Reporting • Implementation • Security and Role Definition • Administrative Process Definition 	Adobe Acrobat Document (PDF)
Next Steps/Recommendation follow-up Services Proposal	Services Proposal for the recommended next steps.	Adobe Acrobat Document (PDF)

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party’s point of contact (“**Contact Person**”) as the time for performance nears and will communicate that person’s name and information to the other Party’s Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact

Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (“**Change Order**”). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by

Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$25,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Project Completion	100%	\$25,000.00
Totals	100%	\$25,000.00

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

NOT FOR SIGNATURE

THIS DOCUMENT IS A DRAFT INTENDED ONLY FOR USE IN THE REVIEW OF TEXT APPLICABLE TO A POSSIBLE SERVICES ENGAGEMENT. IT DOES NOT CONSTITUTE A CONTRACT OR A PROPOSAL FOR A CONTRACT. THE CONTENT OF THIS DOCUMENT, AS IT MAY BE NEGOTIATED BY THE PARTIES, IS INTENDED TO BE INCORPORATED INTO A STATEMENT OF WORK, WHICH WILL INCLUDE OTHER PROVISIONS AND WHICH WILL BE GOVERNED BY ADDITIONAL TERMS AND CONDITIONS. A PARTY’S SIGNATURE OR OTHER INDICATION OF APPROVAL ON OR RELATED TO THIS DOCUMENT SHALL HAVE NO BINDING OR CONTRACTUAL EFFECT.

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
District Office	1936 Carlotta Drive, Concord, CA 94519