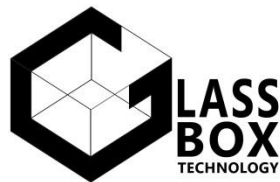


GLASS BOX TECHNOLOGY, INC.

# Statement of Work for City of Fullerton

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## Staff Augmentation



Glass Box Technology, Inc.

10/10/2019



This Statement of Work is made this 10<sup>th</sup> day of October 2019 ("Effective Date"), by and between Glass Box Technology Inc., with its principal office located at 1902 Wright Place Suite 200, Carlsbad, CA 92008 (hereinafter referred to as "Supplier") and The City of Fullerton with its principal place of business at 303 W. Commonwealth Avenue, Fullerton, CA 92832 (hereinafter referred to as "Customer"). Supplier and Customer may also be referred individually as "Party" or collectively as "Parties."

## Scope of Work

Glass Box Technology has been retained by the Customer to provide Staff Augmentation for the following:

- System Administration Engineer-Servers/SAN/Storage
- Microsoft Engineer-AD/Exchange
- Network Administration Engineer-LAN/WAN
- Virtual CTO/CIO

The Resourcing will provide a total of 244 hours of Technical service to City of Fullerton on a monthly basis.

Glass Box will have the following engineers and Executives engaged:

- System Administration Engineer-79 Hours
- Microsoft Engineer-16 Hours
- Network Administration Engineer- 79 hours
- CTO/CIO- 70 hours

## Tasks

The Information Technology Executive and Senior Network Engineer will perform the following:

- Observe current IT environment and document current standards and practices
- Assess the skillset of current staff
- Evaluate the current environment and staff and make recommendations to stabilize network/systems/security
- He will also be responsible for the oversight of best practices and knowledge transfer
- Identify the risks and vulnerabilities
- The Information Technology Executive will provide oversight and develop a go-forward strategy
- The Senior Consultant will help in the remediation of the risks identified.

**Assumptions:**

- Customer IT staff will be available to work with Supplier and provide access to relevant data and information, to facilitate timely completion of tasks
- Remote access for engineer to provide support when needed.

**Experience****System Administration Engineer**

Over 20 years of experience in systems, storage/backup, network engineers and database administrators and architects. Proven ability to build and motivate top-caliber teams, setting expectations, measure performance, and facilitating staff training and skill development to maximize result.

Outstanding technical and inter-personal skills that yield ideal outcomes when partnering and providing support to the application teams in planning, designing and implementing business application solutions.

Known for driving significant cost reductions initiatives, resolving complex issues and collaborating and managing projects within established budget and timeline. Subject Matter Expert in planning, designing and implementing On-Premises, Hybrid and Public Cloud Enterprise wide solutions meeting applications' availability, business continuity and disaster recovery RPO/RTO requirements.

**Microsoft Engineer**

Professional with 15+ years of experience in various IT roles. Expertise in designing, consolidating, and optimizing identity management platforms; implementing single sign-on solutions; building and extending enterprise PKI capability; and troubleshooting authentication in multi-tier applications. Excel in automating and standardizing processes with custom developed workflows and scripts. Saved previous employers over \$700k in identity management software with custom developed solutions.



858-336-7751

October 10, 2019

Proficient in Active Directory, AWS, Azure, PKI, PowerShell, DNS, SSO, SAML, SCCM, Office 365, Exchange, ACI, Group Policy, DHCP, Scripting

### **Network Engineer**

**NETWORKS:** Ethernet (Fast 802.3u/Gigabit 802.3ab/10GbE/40GbE/100GbE), PoE (802.3af), Spanning-Tree (802.1d), Cisco Switches (Catalyst 3750 - 6500), WiFi (802.11a/b/g/n/ac), Load Balancing, EtherChannel (802.3ad), Access Control, Content Networking, WAN Optimization, Fiber Switches/Hubs, Network Analyzers, Multi-Layer Switching, Switch Probes, NetFlow, Satellite, DS1-DS3, OC12-48, Frame Relay, HSRP, VRRP, GLBP, Advanced Routing, Cisco 1600-7200 & ASR Routers, VPN, PIX & ASA Firewalls, Context Based Firewalls, Internet Security, IPSec, Access Lists, SMTP, DNS, IDS/IPS, VoIP, Voice Gateways, Call Manager, Cisco Unity, QoS

Advanced knowledge of TCP/IP – RIP, EIGRP, OSPF, and BGP. Thorough understanding of Layers 1-5 of OSI model. HIPAA and PCI real world network experience.

**O/S:** Cisco OS (CatOS 5.1-6.3 and IOS 10.3 - 16.x), PIX/ASA (OS 5.x – 9.x). Windows, Linux (Various), Unix, Mac.

**NETWORK SOFTWARE:** Experience with Network Tools such as; Ethereal/Wireshark, Solarwinds, and MRTG, NMS, Cisco ACS/ICE.



## Project Costs

Description	Rate/Hr.	Hours	Est. Cost
<b>Network/Microsoft/System Engineer - Monthly</b>	\$250.00	174	\$ 43,500.00
<b>Virtual CTO/CIO Monthly</b>	\$350.00	70	\$24,500.00
<b>Monthly Price:</b>			<b>\$ 68,000.00</b>

Any additional efforts for work beyond 174 hours will be billed at \$250 per hours for Engineering work. Any additional hours for Information Executive (Marty Miller) efforts will be \$350 per hour.

This agreement is for one (1) month. Thereafter, pending City Council approval, at the City's option, the agreement may be auto renewed monthly. Termination of the agreement can be implemented with fourteen (14) day notice. Upon termination, the actual hours consulted that month will be invoiced. Hours will be billed as actuals. Any additional hours or services beyond the scope of this agreement require written pre-approval by the City.

## Additional Information

- Pre-Scheduled Work is when Customer notifies Supplier at least three business days in advance of date/time
- Supplier makes no guarantee that resources will be available to respond to emergency requests. Unscheduled requests will be handled using commercially reasonable efforts only.
- Normal Business Hours (NBH) are defined as Monday through Friday 8am-5pm, except for Supplier holidays.
- A minimum of four hours shall be charged for any work done onsite.
- A minimum of one hour shall be charged for any work done remotely.
- All work shall be billed in 30-minute increments after any minimums have been applied.
- All materials used shall be billed separately.
- Services rendered will be deducted from the posted purchase order. Any purchase order issued under this SOW shall expire within one (1) year of issuance.
- Regular statements of the balance of the agreement will be provided. When the balance has been depleted, further Services are conditioned on Customer's issuance of a new purchase order under this SOW. A new agreement or change request is not required unless Supplier pricing has changed



## Period of Supplier Performance

Commencement and Completion dates represent a proposed one-year term; actual term will be from the date of the purchase order until the expiration of the last purchase order issued hereunder. Either Party may terminate the SOW for any reason on thirty (30) days prior written notice to the other Party. Upon any such termination, Supplier will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Additionally, in the event Customer cancels any Services with less than one (1) week prior notice, Customer shall reimburse Supplier for any non-refundable expenses incurred in preparation for such cancelled Services.

## Fees and Payment

- THE PRICING IN THIS SOW IS VALID FOR 60 DAYS FROM DELIVERY TO THE CUSTOMER.
- CUSTOMER SHALL PAY, IN ACCORDANCE WITH THE RELEVANT TERMS AND CONDITIONS OF THE AGREEMENT, A FEE FOR SUPPLIER'S PERFORMANCE OF SERVICES FOR THE PROJECT.
- EXCEPT PURSUANT TO A CUSTOMER REQUEST, CUSTOMER WILL ONLY BE BILLED FOR SERVICES RENDERED, WITH PRIOR CUSTOMER APPROVAL. UNDER NO CIRCUMSTANCES SHALL ANY PURCHASE ORDER FURNISHED BY CUSTOMER BE CONSTRUED AS A MINIMUM PURCHASE COMMITMENT ON THE PART OF CUSTOMER.
- PAYMENTS ARE DUE TO SUPPLIER WITHIN 30 DAYS AFTER CUSTOMER'S RECEIPT OF AN INVOICE AGAINST THIS AGREEMENT.



## Disclaimer

- SUPPLIER WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM THE SERVICES, TO THE EXTENT THAT THE FAILURE IS CAUSED BY CUSTOMER'S LACK OF COOPERATION.
- SUPPLIER WILL NOT BE HELD RESPONSIBLE FOR DATA LOSS. BACKUPS SHOULD BE PERFORMED PRIOR TO WORK STARTING. ALL DATA IS THE RESPONSIBILITY OF THE CUSTOMER.
- SUPPLIER WILL NOT BE HELD LIABLE FOR SOFTWARE LICENSE COMPLIANCE. SOFTWARE LICENSE COMPLIANCE IS BETWEEN THE CUSTOMER AND THE SOFTWARE COMPANY.
- SUPPLIER WILL NOT BE HELD FOR ADDITIONAL WORK NOT LISTED IN THIS SOW. AN ADDENDUM MUST BE WRITTEN AND APPROVED BY BOTH SUPPLIER AND THE CUSTOMER BEFORE ADDITIONAL WORK CAN BE STARTED.
- SUPPLIER WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM HEREUNDER DUE TO CAUSES BEYOND ITS REASONABLE CONTROL (INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, FIRE, FLOOD, WAR, EXPLOSION, SABOTAGE, TERRORISM, EMBARGO, CIVIL COMMOTION, ACTS OR OMISSIONS OF ANY GOVERNMENT ENTITY, SUPPLIER DELAYS, COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION, OR LABOR DISPUTES).
- SUPPLIER WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO CUSTOM CONFIGURED OR SPECIALIZED HARDWARE OR SOFTWARE NEEDING MODIFICATION BY THE MANUFACTURER.
- SUPPLIER WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO DATA CONVERSION BEING PERFORMED BY CUSTOM CONFIGURED OR SPECIALIZED SOFTWARE MANUFACTURER.
- CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS ALL RIGHT, TITLE AND INTEREST IN AND TO ANY DATA FURNISHED IN CONNECTION WITH THE SERVICES AND/OR THAT IT HAS OBTAINED ALL NECESSARY CONSENTS, PERMISSIONS AND RELEASES NECESSARY FOR SUPPLIER TO PERFORM ITS OBLIGATIONS UNDER THIS SOW.



## SOW Acceptance

Each Party hereby acknowledges and confirms that it has read this SOW and accepts and approves the scope of work and terms and conditions. Each Party understands that should additional work be required that by its nature could not have been known or determined at the time this SOW was executed, a mutually agreeable written change-order describing the additional work and any related expenses will be required. This SOW must be signed and returned before work can begin. Please sign and return to Supplier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Partner:** Glass Box Technology

**Client:** City of Fullerton

By:

By:

Name: John O'Hara

Name:

Title: CTO

Title:

Date:

Date: