[Company] [Project Name] SOW

Statement of Work



|  |  |  |
| --- | --- | --- |
| Submitted by:  Joseph Henderson  President  ECF Data, LLC  4775 S Durango Dr. #103  Las Vegas, NV 89147  +1 (702) 780-7901  jhenderson@ecfdata.com | Submitted to:  [Service Owner]  [Service Owner Title]  [Company]  [Company Address]  [City, State, Zip Code]  [Company Phone]  [Company Email]  [Company Web Address] | Date**:**  Date |

# Points of Contact

The following individuals are the points of contact relative to this Statement of Work.

|  |  |  |  |
| --- | --- | --- | --- |
| ECF Data | | | |
| Name | Title | Email | Phone |
| Joseph Henderson | CEO | jhenderson@ecfdata.com | +1 (702) 780-7901 |
| Renee May | Solutions Director | ecf-pmo1@ecfdata.com | +1 (702) 780-7969 |
| Jaliah Henderson | Accounts Receivable | ar@ecfdata.com | +1 (702) 780-7903 |
| Sales Team | Sales | ecf-sales-team@ecfdata.com | +1 (702) 780-7900 |

|  |  |  |  |
| --- | --- | --- | --- |
| [Company] | | | |
| Name | Title | Email | Phone |
| Designated Primary Company Contact | | | |
|  |  |  |  |
| Designated Secondary Company Contact | | | |
|  |  |  |  |
| Designated IT Contacts | | | |
|  |  |  |  |
|  |  |  |  |
| Designated Billing Contact | | | |
|  |  |  |  |

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# statement of work

|  |  |
| --- | --- |
| Project Title | [Company] [Project Name] |
| Service Owner | [Service Owner] |
| Project Start | Project kick-off will be held within two weeks upon signature of this SOW or on an otherwise agreed upon date. |
| Description of Work | Deployment Services as it relates to Workload |
| Project Estimated Costs, Services | Contract Total Cost |

Article I. This Statement of Work (“SOW”) shall be governed by the terms of this SOW or Master Service Agreement (“Agreement”) by and between [Company], and its Affiliates (“Company” or “[Company]”) and ECF DATA, LLC (“ECF Data” or “Provider”) effective as of the date of signature (the “Agreement” or “SOW”). Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. In the event of a conflict between the terms of this SOW and the Agreement, the terms of the SOW shall prevail. Further, the parties agree that the complete and exclusive statement of the agreement between the Parties relating to the service and deliverables is described herein. The terms of this SOW and the Agreement supersede all proposals or other prior agreements, oral or written, and all other communication between the Parties relating to this subject.

Article II. IN WITNESS WHEREOF, the Parties acknowledge that they have read this SOW and its attachment(s) entirely, understand it, agree to be bound by its terms and conditions, and have caused their duly authorized representatives to execute this SOW.

## 1.1 Introduction

ECF Data is pleased to offer this Fixed Cost SOW for Deployment and Engineering Services as it relates to [Project Name] to [Company]. We are confident in our ability to successfully provide quality Engineering services and welcome the opportunity to showcase the value we bring to our customers. [Company] is requesting that ECF Data provide [Project Name] services for estimated [Project Duration Number Spell] ([Project Duration Number]) Day, Week, Month, Quarter, Year, duration.

The title page of the document is an essential element that serves to clearly identify both the office responsible for its development and the specific purpose of the document.

The Project Representatives whom are authorized to act under this SOW on behalf of their respective parties are listed on the Points of Contact page above.

## 1.2 Objectives

[Company] engaged ECF Data to provide technical [Project Name] to review design, implementation and migration documents and strategies for Workload Services. The nature of these tasks will focus on the objective of providing a secure, reliable, and scalable Microsoft Workload Platform environment.

During this engagement, the ECF Data resources may be asked to perform a range of activities, within their skill sets, to include but not limited to:

# scope

The Scope of Services to be provided by the Provider in this SOW includes the following:

## 2.1 Service Area within the Scope

* Includes weekly project reporting to Company management.
* Supporting documentation.
* Solution or User Acceptance Testing.
* Work with Company internal staff as it relates to [Project Name]
* Work with Company internal staff to get proper access to needed resources to execute the project.
* Add Additional Bullet Points

## 2.2 Phase 1: Assess Environment

* Add Additional Bullet Points from WBS

## 2.3 Phase 2: Design

* Add Additional Bullet Points from WBS

## 2.4 Phase 3: Build & Deploy

* Add Additional Bullet Points from WBS

## 2.5 Phase 4: Manage

* Add Additional Bullet Points from WBS

## 2.6 Service Areas Out-of-Scope

Any area that is not explicitly listed as “within scope” is out-of-scope for this engagement. Performance of out-of-scope services require a SOW, Change Request, and/or Purchase Order. Provider will not undertake any changes in any Services without a written document authorizing the work. Example areas that are out-of-scope for this engagement include, but are not limited to:

* Line of Business (LOB) 3rd Party Application issues.
* Customization, Wi-Fi profiles.
* Existing Application servers, issues, etc.
* Desktop related issues and user data backup.
* Custom programming.
* Rack mounting of hardware.
* Installation or configuration of hardware.
* Network infrastructure and hardware troubleshooting.
* The assigned ECF Data resource(s) will not serve as a direct escalation resource for Company internal teams operations or incidents. This SOW is not intended as a “Support” or “Managed Services” agreement.

# Deliverables & acceptance process

## 3.1 Deliverables

Each Deliverable required by this SOW shall be submitted by Provider to the Company Project Representative and written in a language jointly agreed to the Company Project Representative, unless otherwise expressly stated in this SOW. A copy shall also be sent to the Site IT representative.

## 3.2 Provider shall include with each Deliverable

* A summary description of the Deliverable, along with details about the Deliverable sufficient to enable the Company Project Representative to understand its purpose.
* A copy of any backup or supporting documentation to enable the Company’s Project Representative to quickly ascertain the accuracy of the content of the Deliverable.
* A statement of how the Deliverable is in compliance with the SOW and Agreement.

## 3.3 Receipt of Deliverables

Upon receipt of each Deliverable, the Company Project Representative has up to five (5) business days to review the Deliverable. Upon delivery, the Project Representative shall have five (5) business days (the “Acceptance Period”) to accept or reject the Task/Deliverable. The Project Representative shall submit any questions or objections to ECF Data in writing, and ECF Data shall have five (5) business days to respond in writing and shall have a reasonable period to cure such deficiency and redeliver the Task/Deliverable. If Project Representative fails to reject any Task/Deliverable within the Acceptance Period in accordance with the terms herein, Project Representative shall be deemed to have accepted such Task/Deliverable. Upon accepting a Task/Deliverable, all services associated with such Task/Deliverable shall be considered accepted, and ECF Data shall have no further obligation with respect to an accepted Task/Deliverable. Any changes to the Tasks/Deliverables may impact the project timeline. HOWEVER, notwithstanding anything in the Agreement or this SOW to the contrary, the notice of completion described in the Section below governing “Fees and Payment” shall not be deemed accepted by Company under any circumstances.

## 3.4 Acceptance Criteria

The following table summarizes the criteria for Acceptance of Deliverables related to Services in this SOW:

|  |  |  |
| --- | --- | --- |
| Deliverable | | Acceptance Criteria |
| 1 | Assess | Project team responsibilities defined, kick-off meeting completed, status meetings scheduled, project plan and receipt of Recommendation and Finding document developed and accepted by Company |
| 2 | Design | Receipt of Solution Test Plan or UAT Test Plan developed and accepted by Company |
| 3 | Deploy | As built guide / run book guide of deployment and accepted by Company. |
| 4 | Manage | Solution Testing or UAT Completed and Accepted by Company and Project close out document received and accepted by Company. |

## 3.5 Estimated Project Timeline

|  |  |  |
| --- | --- | --- |
| Task Name | Start | Finish |
| Phase 1: Assessment | Week 1 | Week 1 |
| Phase 2: Design | Week 1 | Week 2 |
| Phase 3: Deploy | Week 2 | Week 3 |
| Phase 4: Manage | Week 2 | Week 3 |
| Project Close Out | Week 3 | Week 3 |

# Project management

ECF Data will provide a Project Manager for logistics and coordination during engagement. The Project Manager will be the primary point of contact for non-technical communications between Provider and Company including schedules, personnel, and deliverables. In addition, project management activities include:

* Develop Project Plan in collaboration with Company.
* Partner with Company to create an end-user communication plan and schedule.
* Identify migration groups for pilot and each tranche during the migration.
* Facilitate discussion for design of the architecture.
* Track project progress.
* Aide in developing testing plan timeline.
* Track and manage issues & risks associated with project.

## 4.1 Company Responsibilities

[Company] or a Company-designated third-party will be responsible for the following:

1. Company will provide a primary and secondary contact for communications and scope management. This person will have authority and responsibility to act on behalf of Company to:
   * Make decisions regarding detailed requirements, specifications.
   * Attend status meetings.
   * Drive resolution of issues outside of ECF Data’s control.
   * Accept or reject Deliverables.
   * Authorize schedule changes and adjustments.
   * Manage and document issues and risks.
2. Company will provide a primary billing contact from the accounts payable department. This person will have authority and responsibility to act on behalf of Company to:
   * Accept or reject invoices.
   * Discuss invoices and payment.
   * Timely response to invoices and payments.
3. Company will provide a primary and secondary technical contact for the project. This person will have authority, technical knowledge, and responsibility to act on behalf of Company to:
   * Make decisions regarding technical requirements, specifications, and changes.
   * Resolve technical issues.
   * Network infrastructure (routers, switches, firewalls, load balancers, DNS, DHCP, etc.).

* Active Directory.
* Messaging platforms (Exchange on-premises, Exchange Online, etc.).
* Security and Compliance.
* Windows Servers.
  + Virtualization platforms payments.

1. If required, Company will provide the necessary remote access capabilities, permissions, and an Active Directory account which has the following Active Directory permissions:
   * Azure Organizational Administrator.
   * Azure Online Administrator.
   * Local Admin permissions on any non-domain joined server(s).
   * Enterprise Admin (as needed).
   * Domain Admin (as needed).
2. Where necessary, Company will supply an expert in each of these systems to assist with configuration changes.
3. Company will provide any relevant change management documentations and procedures in advance of the agreed upon project start date.
4. If requested and at Company’s sole discretion, provide ECF Data detailed documentation for existing infrastructure and systems including network, data center, application platform, including physical and logical topologies as required to implement the solution or any updates. In addition, Company will provide ECF Data with any security and change management documentation necessary for the project.
5. Company will respond within five (5) business days to ECF Data requests for documentation or information relevant to this engagement.
6. Company will be responsible for distributing all content provided in PDF format.
7. Company will be responsible for reserving/scheduling conference rooms that will be used for all onsite training. The name, location and relevant information of the reserved conference rooms will be included in the communications sent out to users who will be trained, according to the approved timeline in the Project Schedule. If conference rooms are not available or the assigned training dates, this will impact the ability to train users for the specific allocated timeframe.

ECF Data and [Company] agree to work together in good faith to address risks and issues that arise during the project.

## 4.2 Other Responsibilities and Obligations

[Company] shall provide:

* Documentation of current Project(s) information.
* Site contacts to arrange logistics/access for the upgrade event.

# Services, fees, expenses

## 5.1 Total Service Fees

All prices and fees for the Services are set forth in this section. For consideration of the Services provided, [Company] shall pay to ECF Data, the total fees for Services (the “Services Fee”) under this SOW, in USD, as fees identified in this section, per the Deliverables outlined below. Pricing is detailed in this section and is based on a duration of [Project Duration Number Spell] ([Project Duration Number]) Day, Week, Month, Quarter, Year, totaling Total Hours of engineering and project management time, for deployment and engineering services. Acceptance of this SOW represents Company’s acceptance of pricing and payment terms as outlined in this section.

ECF Data Fees for the Services will not exceed the fixed fee amount without a Change Request, approved in writing by [Company].

All travel expenses are to be billed in arrears, in accordance with the Company’s Travel Policy for Providers. This pricing is based on a Project duration of [Project Duration Number Spell] ([Project Duration Number]) Day, Week, Month, Quarter, Year, with the specific site schedule to be jointly determined in the first thirty (30) days of the Project. Variances to actual per-site amounts of work delivered shall be managed by the parties under the Change Request process.

Company agrees to promptly reimburse ECF Data for all reasonable travel expenses, and other expenses directly related to the execution of Scope and as approved below. ECF Data will bill for expenses in accordance with the Company’s non-employee travel & Expense Policy.

### 5.1.1 Payments

|  |  |
| --- | --- |
| Workload Deployment and Engineering Services | |
| Deliverable | Fee |
| Deliverable #1 Phase 1: Assess | 0. 00 |
| Deliverable #2 Phase 2: Design | 0.00 |
| Deliverable #3 Phase 3: Deployment | 0.00 |
| Deliverable #4 Phase 4: Manage | 0.00 |
| Travel | N/A |
| TOTAL | $0.00 |

|  |  |
| --- | --- |
| Due Upon Signing SOW | Fee |
| Due Upon Signing | $0.00 |
| TOTAL (Due Upon Signing) | $0.00 |

|  |  |
| --- | --- |
| Total Investment | Fee |
| Upon Signature | $0.00 |
| Milestones Aggregate Costs | $0.00 |
| Travel & Expense | N/A |
| GRAND TOTAL | Contract Total Cost |

### 5.1.2 Pricing Schedule

The below table outline the hourly rate charge per role if project extends past the Total Hours of service.

|  |  |
| --- | --- |
| Role | Hourly Rate |
| Sr. Workload Consultant / Engineer | $175.00 |
| Project Manager | $175.00 |

In no event, however, will Provider exceed the fees (“**not-to-exceed amount**”) without prior written approval from Company. If at any time Provider anticipates that the fees will exceed this amount, Provider will notify Company in writing immediately. In such event, Provider and Company agree to meet and confer in good faith to reasonably: (a) adjust the scope, approach, resources, or timeline through a Change Request; (b) amend the cost under this SOW through a Change Request; or (c) enter into a new SOW to complete the work under the Agreement.

## 5.2 Invoice

Provider shall include in the invoice all duties and taxes required for Services at a Site and [Company] agrees to pay such fees.

* Payments will become due thirty (30) days from date of invoice.
* If the Company fails to make any payment due by the due date for payment, ECF Data shall have the right to charge interest on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Acts 1998 (or similar legislation depending on your jurisdiction).

## 5.3 Service Suspension

If undisputed payments are not received by Provider in accordance with agreed upon payment terms, Provider may, upon written notice to Company of at least ten (10) days, suspend Services at the affected site until such time as payments are received.

## 5.4 Work Schedule

Except as otherwise expressly stated in this SOW, all Services will be undertaken during normal working hours (Monday through Friday, excluding Provider observed holidays). If overtime work is undertaken, either at the request of, or through default on the part of Company, Provider reserves the right to invoice Company for the difference between cost of effort at normal hourly rates and the cost of Provider’s standard overtime rates.

## 5.5 Service Postponement

If Company postpones Project and or Services less than ten (10) business days prior to the scheduled commencement of Services as specified in the Schedule, Provider may invoice Company for the scheduled time at Provider’s normal hourly rates for each resource that becomes idle. On-site contracts may also have travel costs incurred as a result of the postponement. If Provider is unable to perform part of the Services as scheduled due to a failure by Company to perform its obligations, for such period that provider is prevented from such performance, Provider may invoice Company at Provider’s normal hourly rates for resources that become idle. If Company extends and/or delays project dates, a fee will be incurred via Change Request process.

## 5.6 Project/Service Extension.

If Company extends project / service past agreed upon date ECF Data will submit a Change Request (Appendix A) to Company for the extension and a cost of a minimum $350, will be incurred for the extension. If ECF needs to extend the project, there will not be a cost incurred by the Company.

## 5.7 Travel and Expenses

The services outlined in this SOW will be performed remotely, if travel is needed all travel expenses to be billed in arrears. In the event site visits are necessary, travel and accommodations will be billed in accordance with Company’s policy and a Change Request must be completed to increase the value of the purchase order.

## 5.8 Copy of Invoices

Provider shall send a copy of each invoice to the Company Project Representatives and Billing Contact named above.

# Assumptions

* All required access to systems and equipment will be provided to ECF Data resources.
* Company is responsible for the direction of the ECF Data resource(s) assigned to perform Professional Services, and Professional Services are considered accepted at the time of delivery.
* Company shall issue a purchase order for this engagement in the amount of Contract Total Cost prior to the start date of the specified resource(s).
* No expenses are approved for this project.
* Estimated timeline for project: It will start within two weeks after the signing of this SOW or otherwise agreed upon date.
* The resources will perform activities remotely.
* Azure consumption will be billed in arrears monthly to Company as Azure services are consumed.
* Software Licensing will be billed in advance.
* Third-party tools will be purchased separately.
* Project is for the deployment of Workload platform services for a company acquired by Company.
* The Professional Services in this Statement of Work may be extended by the mutual agreement of the parties. Upon request by the Company a Change Request for such extension may be submitted for approval. Such extension may be accepted when the Company provides a purchase order for the additional administration time for the extension to ECF Data which references such Change Request.

# TERMS of sow

Unless this SOW is extended by a Change Request executed as set forth in this Agreement, both Parties agree that this SOW shall terminate six months upon completion of the Services described hereunder or project end day, whichever comes first.

# sow acceptance sheet

## 8.1 Governing Terms

In the event of any discordance between the terms of this SOW, contracts and the Agreement, terms within this document will take precedence.

## 8.2 Renewal of Contract

Renewal will not be exercised.

## 8.3 Acceptance

By signing below, the parties hereby confirm acceptance and agreement of this Statement of Work and acknowledge and agree that it is subject to and governed by the above referenced Master Agreement without additional or modified terms.

**Thank You!**

Thank you for the opportunity. We look forward to working with you.

**AGREED AND ACCEPTED:**

|  |  |
| --- | --- |
| **ECF Data, LLC** | [Company] |
|  |  |
| Signature | Signature |
|  | [Service Owner] |
| Print Name | Print Name |
|  | [Service Owner Title] |
| Title | Title |
|  |  |
| Date | Date |

# appendix A: Change Request

Requests for additional work or changes to the agreed Statement of Work will be detailed by the ECF Data Project Manager using the following Change Request form.

All such requests will be approved by ECF Data and Company prior to implementation.

This Change Request is used to identify and gather approvals for making changes

|  |  |
| --- | --- |
| Change Request Form | |
| Change Request Date |  |
| Project Title |  |
| Project Sponsor (ECF Data) |  |
| Project Sponsor (Client Company) |  |
| Change Requested By |  |
| Project Manager |  |
| Project Description |  |
| Proposed Change Description |  |
| Justification for Change |  |
| Impact of Not Implementing the Proposed Change |  |
| Alternatives to Proposed Change |  |

Signatures needed to accept this proposed change.

ECF Data – Joseph Henderson [Company] – [Service Owner]