

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: F- 6

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

6/10/2014 9:00:00 AM

3 REQUESTED MOTION/ACTION

Approve award, File #14-314, Avepoint Infrastructure & Migration Services, for the price of \$120,000, which this portion was awarded to Software House International (SHI) by the Florida State Contract #252-001-09-1.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action

No Action Needed. Funding from the IT Operations Budget approved in the FY14 Budget Process.

Financial Impact Summary Statement

Funding for this expenditure comes from IT Operations in the General Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This contract is for contractual services that will assist Information Technology staff in moving the public facing portion of the SharePoint web environment to a "cloud" hosted solution by Microsoft. This will also reduce the amount of resources required by the County to support the public website while ensuring high availability in case of a disaster, and access to the latest technology available from Microsoft.

These infrastructure & migration services are available from SHI as awarded by the Florida State Contract #252-001-09-1.

ATTACHMENTS:

Name:

Description:

Type:

[20140520142839.pdf](#)

Infrastructure & Migration Backup

Backup
Material



Pricing Proposal
Quotation #: 8021378
Created On: 5/13/2014
Valid Until: 6/12/2014

Charlotte County Board of County Commissioners FL

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Account Executive

Thomas Naelon

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Miami, FL 33187
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Email: thomas_naelon@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SharePoint Infrastructure and Migration Architect AvePoint Note: As per AvePoint Statement of Work	1	\$120,000.00	\$120,000.00
		Total	\$120,000.00

Additional Comments

Florida State Contract 252-001-09-1

SHI Fed ID# 22-3009648

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

**AVEPOINT
SHAREPOINT INFRASTRUCTURE ARCHITECTURE,
DEPLOYMENT & BASIC CONTENT MIGRATION
AND HYBRIDIZATION SERVICES**

Statement of Work

April 24, 2014

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1 Executive Summary

AvePoint is pleased to present this Statement of Work (SoW) to Charlotte County, FL for the provision of SharePoint Architecture, Deployment, Configuration and Migration services.

AvePoint technical personnel will be provide on-site and remote based services for this engagement.

The Customer contact for the engagement is:

CLIENT NAME:

TELEPHONE NUMBER:

EMAIL:

AvePoint is excited to extend its expertise in the architecture, design and optimization of Microsoft SharePoint solutions, solutions development and deployment and their supporting infrastructure leveraging the DocAve platform to ensure Charlotte County, FL can realize the maximum value from the SharePoint platform by utilizing the DocAve tools to exploit SharePoint's fullest potential. We are looking forward to a successful engagement.



2 Statement of Work

This Statement of Work ("Statement of Work" or "SoW") defines the scope of the service to which Charlotte County, FL is committing to be accomplished by AvePoint, Inc. ("AvePoint") for CHARLOTTE COUNTY, FL ("Customer") under the terms and conditions listed herein and associated with Q-33065-Q2R0

QUOTE PREPARED FOR: Florida - Charlotte County		Quote #:	Q-33065-Q2R0
Company	Florida - Charlotte County	Date:	4/24/2014
Name	Ray Desjardins	Valid Until:	5/24/2014
Phone	(941) 764-5524	SALES REPRESENTATIVE:	
Email	Ray.Desjardins@charlottecountyfl.gov	Name	Julia Damiani
Architecture Description	Assuming SP 2013 is: Internal Farm (Office 365 with 1000 users) Public Farm (2WFE, 1APP)	Phone	201-793-1111 Ext: 1817
		Email	Julia.Damiani@avepoint.com

Existing Product	Description	Quantity	Price Per Unit	Amount
Consulting Strategy	SharePoint instructor architecture, deployment & basic content migration and hybridization services.	1.00	\$120,000.00	\$120,000.00
GRAND TOTAL w/Expenses Included				\$120,000.00

The tasks to be performed by AvePoint and the terms and conditions under which the performance is to be conducted are set forth in Section 2.3 hereof. In addition, the "Charlotte County, FL furnished deliverables" are listed in section 4 with assumptions and service level agreements (SLA's) contained in Appendix 1.

Changes to this Statement of Work including the selection of additional service components will be processed in accordance with the procedure described in Section 8, "Change Control Process & Change Orders". The implementation of changes may result in modifications to the Estimated Cost, Charges, and/or other terms of the Agreement.

2.1 Terms of Service

AvePoint can provide the following services;

- SharePoint 2013 Infrastructure Architecture Development and on-premises deployment
- Configuration of Office 365 Tenant
- Deployment of AvePoint DocAve Solution on Premises and DocAve Online
- Migration of Content and Basic (Un-customized or Modified Sites)

2.2 Cost Information

The table below describes the list rate for the services that AvePoint will provide for this engagement.



Service	Number of Service Hours	Total Cost Estimate
Infrastructure and Migration Architect	858	\$120,000.00
	TOTAL	\$120,000.00

Based on the scope of this services engagement, an AvePoint Infrastructure Architect / Migration Specialist will be assigned to the project. It has been determined that this engagement will require 107 days (8 hours per day).

The AvePoint resources will be conducting the services onsite and offsite as the work schedule requires.

2.3 Project Scope

The scope of this project includes the tasks necessary to complete the services engagement and support the operations of the Customer. Listed below are items that are included as part of this engagement as well as any items that are excluded or considered out of scope for this engagement. Activities include:

2.3.1 Inclusions

This services engagement will consist of the following phase:

Phase A: SharePoint Infrastructure Design, Deployment and Migration

During Phase A the AvePoint SharePoint Infrastructure Architect will work to design the next generation SharePoint 2013 infrastructure including the authentication mechanisms and to identify candidates for basic migration into a cloud environment. This design will include the definition of the requirements that make the operation of a hybrid (part on-premise, part cloud) environment a feasible configuration. The final architecture design that will be implemented including the provision of a testing, development and production infrastructure. As a further component of this stage the Architect will develop a migration plan, leveraging AvePoint's DocAve platform to move content and basic sites onto the new on-premises infrastructure or the cloud based Office 365 infrastructure. AvePoint will not be moving developed solutions or applicable customization onto the new infrastructures.

The AvePoint Architect will not be undertaking this activity in a vacuum, but will be integrated with the Charlotte County team, trading activities and tasks between resources as the project requires including the network team, authentication and security team and others.

Migration typically follows a five step process:

- Planning Step
 - AvePoint engineer will analyze the customer's SharePoint environment and target SharePoint 2013 environment(s). The engineer will review and propose the most efficient and effective manner to migrate or re-create solutions in 2013 either through



redevelopment or simply leveraging new in 2013 out of box functionality, will review columns, or settings, that may affect the migration job. After contents are confirmed, the engineer will work with the customer to plan out the settings and migration plans needed for migration.

- Testing Step
- Implementation Step
 - AvePoint engineer will assist the customer with creating, configuring, and setting up “Source Environment” Migration plans and schedule accordingly for each job including any pre-development of look and feel templates.
- Migration Step
 - AvePoint engineer will run the migration job according to the implementation phase and monitor the migration progress. The engineer will contact the customer if there are servers or services disruptions, anticipated or otherwise, during the migration process.
- Verification Step
 - After the migration jobs completes, the customer will verify the migration results with the engineer to ensure all contents are migrated properly to SharePoint. The engineer will troubleshoot if needed and may transfer to AvePoint Support and development as or if necessary.
- Ongoing Project Oversight and Quality Assurance Step

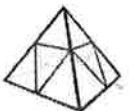
2.3.2 Exclusions

Services requested outside the scope of this statement of work will be handled via a Change Control Process listed herein in Section 8.

2.4 Terms and Conditions

The SoW shall be subject to the following Terms and Conditions:

- **Service Hours.** When services are performed at the Customer’s location (or another location designated by the Customer), such services will be performed during normal business hours (8:00a.m. to 5:00p.m. local time Monday through Friday, excluding the holidays) unless otherwise stated in writing either in this SoW or as a Change Order to this SoW.
- **Service Locations.** Some services may be performed at a location other than the pre-determined location provided they are specified in writing either in this SoW or as a Change Order to this SoW. AvePoint reserves the right, in its sole but reasonable discretion, to work remotely should that be the best way to perform the services detailed in this SoW, and the Customer, through its Contact Persons as set forth in Section 4.1 of this SoW, agrees to provide the necessary access and credentials for AvePoint to work remotely.
- **Available Personnel.** Personnel of the Customer responsible for sign off on the completion of the Services as set forth in Section 6 of this SoW, agree to be available on a timely basis and when reasonably requested by AvePoint. Such personnel shall provide input, review the services being performed and the items provided by AvePoint, answer questions, provide signoff, provide physical access to the working areas required, and allow AvePoint to gather and validate information.
- **Project Implementation Responsibility.** The Scope and Objectives of this project will be jointly managed by the Customer and AvePoint to better ensure completion of the project within the



anticipated schedule in accordance with the Scope and Objectives as documented in this SoW; however, as the software implementation experts, AvePoint shall have the sole right to manage the who, what, where, when and how of the project implementation.

- **Software and Hardware.** The Customer agrees that it has acquired all necessary hardware and software required to complete this project, and has installed and configured the hardware and software to allow the professional services as detailed in this SoW to begin immediately upon initiation of this professional services engagement, with the intent being that AvePoint personnel do not spend any time or effort installing, configuring or implementing anything other than the AvePoint product.
- **Connectivity.** The Customer agrees that it will provide network connectivity, Internet access and voice access for local and long distance calls for use directly related to this engagement.
- **Security.** When services are performed at the Customer's location, the site will be physically secure and maintained in that condition by personnel of the Customer, and not AvePoint personnel. Notwithstanding the foregoing, personnel of AvePoint agree to comply with any of the security guidelines of the Customer of which they are made aware. AvePoint is not responsible for any lost or stolen equipment.
- **Software Licensed Separately.** Unless set forth in an applicable quote or purchase order accepted by AvePoint, the services under this SoW shall not be deemed to include the licensing of the software or tools used in this SoW.
- **Intellectual Property Rights.** As a company which generates almost all of its revenue from selling software, AvePoint requires that the work AvePoint does not be "Work for Hire", but rather that AvePoint exclusively retains all intellectual property rights of all software created or provided by it and all work performed. Unless otherwise mutually agreed in writing in this SoW, the Customer shall be entitled to a perpetual license to use the software and/or work performed in accordance with AvePoint's Master Software License and Support Agreement available at <http://www.avepoint.com/license/license.html> (the "Software Agreement").
- For the purposes of this engagement AvePoint and its employees are to be considered independent contractors and not employees of the Customer. AvePoint shall be responsible for paying all AvePoint staff salaries and benefits, not the Customer.
- **Additional Terms.** The Customer and AvePoint, as part of the Software License Agreement, have already negotiated and come to an agreement on many terms and definitions, and by signing this proposal we agree to apply those terms and definitions to this proposal also. Unless otherwise specified in this SoW to the contrary, the sections of Indemnity, Limitation of Liability, Applicable Taxes, Entire Agreement, Assignment, Binding Effect, Amendment, Notices, Waiver, Captions, Severability, Counterparts, Governing Law and Remedies are hereby incorporated by reference.
- **Limitation on Liability.** The total amount of AvePoint's liability for this engagement will not exceed the value of this SoW. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS SOW, ANY ADDENDUM HERETO OR THE PERFORMANCE OR BREACH THEREOF, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, DAMAGE OR LOSS OR DESTRUCTION OF DATA OR LOSS.



- **Warranties.** AvePoint hereby warrants that the AvePoint Deliverables shall be in accordance with the specifications contained in this SoW at the time of delivery. This warranty shall supersede and is in place of any implied warranties of merchantability or fitness for a particular purpose.
- **Limited Use Only.** The work performed for this SoW is for the benefit of the Customer only and may not be used outside of the Customer.
- **AvePoint Deliverables.** The tasks required by AvePoint for the services engagement to be considered complete. These tasks can be delivered during the course of the services engagement or at the end of engagement as described in Section 3 of this SoW.



3 AvePoint Deliverables

The table below describes items which AvePoint is committed to delivering during and upon completion of the services engagement. Full detail of each deliverable follows in subsequent sections beyond the table below.

Deliverable	Due Date
SharePoint 2013 On-Premises / Hybrid Architecture Document	TBD
Migration Plan and Migration Completion	TBD
DocAve Training for Operations and Maintenance	TBD

3.1 Milestone Completion Sheet

AvePoint engineer will provide the customer with a copy of the milestones sheet signed and accepted by the Customer's contact person acknowledging successful completion of the POC service; reference: Page 11 – Section 6.

4 Charlotte County, FL Deliverables

In order for this engagement to run smoothly the following action items must be completed by the Customer prior to the start of the engagement. Failure to do so may prolong or postpone the engagement:

Deliverable	Deliverable Details
Contact Persons	Charlotte County individual who will be lead on project and can make decisions where necessary.
AvePoint Access to Customer Facilities	Customer must arrange required access in order for AvePoint Technical Specialist to be allowed onto the Customer's campus.
Communication and Network Configured	Communication must be established within Charlotte County SharePoint environments prior to the installation of DocAve products.
Visual Aids (Training)	Trainer will require any additional visual aids to be configured and accessible prior to the training engagement.
Internet Access	Trainer may need internet access to secondary training material or aid in presentation.

4.1 Contact Persons

AvePoint will appoint a Technical Specialist or Technical Trainer when the time for delivery of the services nears, and AvePoint will communicate that person's name and information to your point of contact. If your contact person is someone other than the individual who signs this SoW on your behalf, please supply the name of that contact person here:



Name:	
Role:	
Phone:	
Email:	

The Customer point of contact is authorized to approve materials and services provided by AvePoint, and AvePoint may rely on the decisions and approvals made by your contact person (except that AvePoint understands that you may require a different person to sign any Change Orders amending this SoW). Your contact person will manage all communications with AvePoint, and when services are performed either remotely or at your location (or another location designated by you), your contact person will be present or available.

4.2 AvePoint Access to Customer Facilities

The Customer must make necessary arrangement ahead of time to allow for the AvePoint Technical Specialist who will be conducting the services to arrive at the Customer's campus and be allowed to enter the facility.

4.3 Communication and Network Configurations

Communication must be established between servers hosting the DocAve manager and the DocAve agents as well as between the agents. For a listing of TCP/IP ports that DocAve uses by default please refer to the DocAve user guide. If Charlotte County cannot use the default ports as outlined, then appropriate ports must be assigned and opened for communication. This must be made clear to the AvePoint Technical Specialist prior to the start of the engagement.

- **Optional** - For Report Center Real time Monitoring functionality the following is required:
 - SQL Server database permission to create Report Center Databases (2)
 - Verification of SQL Server Port communication to the SharePoint Web Servers is working

4.4 Visual Aids

The AvePoint employee will not require that any additional visual aids be setup prior to start of the POC engagement.

4.5 Internet Access

- In the event that supplemental training material or presentation aid is required outside of the network of Charlotte County, internet access may be required.
- WEBEX, or equivalent screen sharing capability will also be necessary for remote coordination with the Charlotte County team.



5 Completion Criteria

The work under this SoW shall be deemed completed by AvePoint when any of the following first occurs (which shall be referred to as the "Completion of Work"):

- AvePoint provides written or email notice that it has accomplished the AvePoint tasks described in section 3 "AvePoint Deliverables", including delivery to the Customer of the materials listed in "AvePoint Deliverables" and the Customer has not disputed such in response to AvePoint in writing or by email within 15 days of receipt of such notice from AvePoint.
- The project Target End Date (as documented in the last milestone in the Milestone table or any subsequent Change Authorization, signed Milestones document or any equivalent document signed by both parties) is reached.
- The Customer or AvePoint terminates the Project in accordance with the provisions of the AvePoint Master Software License and Support Agreement (the "Software Agreement").



6 Milestones

The table below describes key project milestones required for completion of the AvePoint deliverables. The Customer contact person must review milestone completions and provide acceptance based on success criteria defined in the deliverables.

No.	Milestone	Deliverable	Target Begin Date	Target End Date	Approver	Acceptance
1	Kick Off Meeting					
2	Design SharePoint Architecture	Design Document				
3	Installation of DocAve Components	Installation of the DocAve Components				
4	Deploy SharePoint 2013 Infrastructure					
5	Migration of Basic Sites and Content – Plan and Implemented	Word Document and Migration				

Milestones Acceptance:

Contact Person (Approver)

By:

Signature

Date

Printed Name



7 Change Control Process & Change Orders

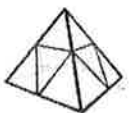
A successfully managed professional services engagement is a well-defined, well thought out, well controlled process. To control that process and keep it from becoming an out of control process AvePoint requires all changes to be communicated and controlled by a Change Control Process.

This SoW was created and agreed to with the best of intentions and based upon certain assumptions and understandings made in sound judgment and with good faith. However, unexpected occurrences arise, and these will be dealt with using the Change Control Process and Change Orders. These occurrences may extend the time and expense necessary for completion or place the project in such a state as to require changes necessary for project completion, among other things. All agreements we come to will be put in writing and signed by the both AvePoint and the Customer and added to this SoW as Change Orders.

If Change Orders conflict with each other or this SoW, the latest Change Order signed by both parties will be the controlling document.

Each Change Order is valid only if the Customer and AvePoint sign off on it, and then only within 30 days of the original Change Order submission.

A sample Change Order is attached as Appendix A hereto. In the event that one needs submitted please work with your AvePoint point of contact and we will assist you in working through the process.



8 Signature Page

STATEMENT OF WORK FOR SharePoint Infrastructure Optimization Services

This document is a Statement of Work (SOW) dated 9/3/2013 between CHARLOTTE COUNTY, FL and AvePoint, Inc. ("Reference Agreement").

Each of us agrees that the complete agreement between us about these Services will consist of (1) this Statement of Work, and (2) the Reference Agreement.

ACCEPTED AND AGREED TO:

AvePoint, Inc.

By:

Signature

Date

Printed Name

Title

ACCEPTED AND AGREED TO:

Charlotte County, FL

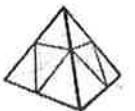
By:

Signature

Date

Printed Name

Title



Appendix A.

CHANGE ORDER FORM

Change Order is valid only if Charlotte County and AvePoint sign off on it, and then only within 30 days of the original Change Order submission.

General Information

Project Name	
Date of Change Request	
Requesting Party	
Urgency	<p>Low—nice to have but will not expend resources to include.</p> <p>Medium—important and if we can include it, we should.</p> <p>High—required and must be included.</p> <p>Critical—review and expedite immediately.</p>
Nature of the change. Choose all that apply.	<p>Scope</p> <p>Schedule</p> <p>Budget</p> <p>Performance</p>
Reason for change. Describe in detail.	
Description of change. Describe in detail if not already evident in reason above.	
Impact of not changing. Describe in detail.	

Assessment

Is the assessment of this request authorized?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the budget for the assessment of this change request?	
Who is responsible for performing the assessment? List all participants.	

Assessment Results

Overall impact of performing the change request.	Absolutely necessary to achieve desired results.
--------------------------------------------------	--------------------------------------------------



	Discretionary—provides benefits beyond the original target. Scope reduction that will not impact original targets. Scope reduction that will impact original targets.
Impact on cost, for example in labor and equipment.	
Functional impact.	
Technical impact; for example, on performance and specific components.	
Impact on project schedule and resources.	

Recommendations

Overall recommendations.	
Alternatives considered.	

Change Order Acceptance:

AvePoint, Inc.

By:

Signature

Date

Printed Name

Title

Change Order Acceptance:

Charlotte County, FL

By:

Signature

Date

Printed Name

Title

