



Letter of Engagement

Customer: *City of Corpus Christi*

Project: *Core Network Upgrades*

Publish Date: *8/18/2015* **Version:** *v1.0*

Submitted By: *Jeff Byrom, Account Executive*

Overview

Computer Solutions will assist City of Corpus Christi (Customer) in upgrading one (1) firewall cluster on two (2) new Cisco ASA 5545-X firewall appliances. The Cisco FireSIGHT Management Center appliance will be deployed as a virtual machine (VM) on Customer's virtualization platform. Lastly, Computer Solutions will install one (1) Cisco Catalyst 4500-X distribution switch.

Project Summary

Planning

1. Kickoff Meeting
 - a. Discuss Customer expectations.
 - b. Define project requirements, limitations, etc.
 - c. Attendees: Computer Solutions Project Team, Customer Point of Contact (POC)
2. Requirements Acceptance
 - a. Establish criteria for project success and acceptance.

Design Review

1. Review the existing network configuration and identify IP addressing, DHCP, and DNS settings to use during implementation.
2. Review the current wireless ASA configuration.
3. Review the proposed test plan with Customer.
4. Modify the test plan as necessary and obtain Customer approval.

Implementation

1. Install two (2) Cisco ASA 5545-X adaptive security appliance.
2. Migrate firewall rules from the existing ASA appliances.
3. Configure Firepower IPS services.
4. Create one (1) Cisco Firesight VM appliance to manage events from the ASA with Firepower IPS devices.
5. Configure one (1) ASA cluster for management and monitoring.
6. Physically install one (1) 32-port Cisco Catalyst 4500X distribution switch. Connect the switch to the network and power source.
7. Migrate the 4500X switch to existing Ethernet trunks.

Testing

1. Execute the test plan.
2. Document and remediate issues as related to project requirements.

Closure

1. Documentation
 - a. Develop as-built documentation that includes ASA configuration, 4500X configuration, IP Address Information, hardware serial numbers, and administrative access information.
2. Project Signoff
 - a. Deliver as-built documentation, test results, and other project documentation as necessary.
 - b. Acquire Customer approval and signoff on project for closure.

Project Considerations

1. Computer Solutions will assign a Project Manager to lead this project. The Project Manager will oversee project planning, coordination, and reporting activities as well as:
 - a. Serve as the single point of contact for project activities, milestones, roles and responsibilities, and project tasks.
 - b. Coordinate status meetings and schedule as well as management of the change control process.
 - c. Engage with Customer and vendor resources to execute project tasks.
 - d. Assist in reporting guidelines, risk and issue identification, and contingency planning.
 - e. Continually assess scope, timing, and resource requirements.

Terms and Conditions

This Letter of Engagement is subject to all terms of the Master Services Agreement between Customer and Computer Solutions. The following terms and conditions are specific to this Letter of Engagement.

1. **Customer Responsibilities:** For the duration of this Letter of Engagement, Customer is obligated to meet certain responsibilities as described herein. Should Customer fail to adhere to said responsibilities thereby impacting Computer Solutions' ability to provide services under this Letter of Engagement, Computer Solutions is not responsible for service delays.
 - 1.1. **Access:** Customer will: (1) provide Computer Solutions with remote access to Customer's network, (2) grant access to physical sites including restricted areas, and (3) provide Computer Solutions with login credentials as required to provide the services stated herein.
 - 1.2. **Escalation:** Customer will provide Computer Solutions with Customer's escalation procedure as well as names and multiple methods of contact for Customer personnel including office, cell phone numbers, and email addresses to be used in the event that Computer Solutions requires support or escalation beyond the capabilities of Customer's primary Point of Contact.
 - 1.3. **Point of Contact:** Customer will establish business and technical Points of Contact to whom Computer Solutions may address all correspondence regarding this Letter of Engagement and associated Computer Solutions services. The technical Point of Contact must be familiar with all aspects of Customer's information technology environment. The business and technical Point of Contact will: (1) have the authority to act on behalf of Customer for all matters related to this Letter of Engagement; (2) assist Computer Solutions in the scheduling of services; (3) assist Computer Solutions in evaluating issues and executing diagnostic tests or other procedures as needed for problem resolution; and (4) attend all meetings and provide signatures as requested by Computer Solutions.
 - 1.4. **Current State Documentation:** Customer will provide Computer Solutions with documentation regarding the current state of Customer's environment as required.
 - 1.5. **Environment Stability:** Customer will ensure Customer's environment is properly staged and prepared throughout this project. Computer Solutions is not responsible for preexisting conditions within Customer's environment that affect the delivery of Computer Solutions services. Computer Solutions is not responsible for pre-existing conditions or failure of Customer's equipment.
 - 1.6. **Environment Changes:** Customer will notify and consult Computer Solutions prior to initiating changes to Customer's IT environment or implementing 3rd party vendor changes that affect the delivery of Computer Solutions services as stated herein. Computer Solutions will review the proposed changes and inform Customer if said changes will impact Computer Solutions' ability to service this Letter of Engagement. Should Computer Solutions determine that said changes will impact Computer Solutions services and Customer opts to perform said changes through any means, Computer Solutions will not be held liable for any services failures or disruptions. If Computer Solutions' labor is required to correct said disruptions, Customer will be charged the appropriate time and materials hourly rates associated with remediation.
 - 1.7. **Data Backup:** Customer will take necessary precautions to secure and backup sensitive data prior to the start of services. In the event that data loss occurs, Computer Solutions will not be held liable. Data loss includes but is not limited to corrupt, inaccurate, lost, and damaged data or unrecoverable media errors. Computer Solutions is not responsible for the changing or rotation of Customer's backup tapes.

- 1.8. **3rd Party Vendors:** Customer will provide 3rd party vendor contacts, contract terms, and a Letter of Agency as needed if the 3rd party service or product may impact Computer Solutions' ability to service this Letter of Engagement. Computer Solutions will not be held responsible for the performance of 3rd party vendors or associated products. Customer is responsible for assisting Computer Solutions with scheduling, performing, or facilitating services with 3rd party vendors.
2. **Project Scope:** Services not detailed by this Letter of Engagement are considered out of scope.
 - 2.1. **Project Change Requests:** For any project changes, Customer and/or Computer Solutions must request a Project Change Request (PCR). The PCR will identify changes to the project schedule, tasks, staffing, and/or pricing. Services requiring a PCR will not be performed prior to the approval of said PCR by Customer and Computer Solutions.
3. **Project Delays:** Computer Solutions is not responsible for project delays related to Customer's documentation approval process or Customer's personnel availability. Customer may be subject to additional fees for any Customer induced delays.
 - 3.1. **Product Delays:** Computer Solutions is not responsible for project delays concerning product sourcing, delivery, and/or availability from the manufacturer. In the event that product sourcing affects the project, Computer Solutions will make reasonable efforts to find an alternative method for acquiring product. Any product delays will be communicated to Customer as necessary.
4. **As-Built Documentation Acceptance:** After the delivery of project documentation, Customer has five (5) business days to approve or reject said documentation. If Customer does not provide a written explanation of rejection during this timeframe, Computer Solutions will consider the documentation as accepted and the project closed.
5. **Service Hours:** All services will be scheduled and performed during Computer Solutions' business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m. CST. Services outside these hours must be scheduled at least 24 hours in advance of performing said services. If the project requires services outside of these hours, Computer Solutions will work with Customer to schedule such services.
 - 5.1. **Unscheduled Work:** If Customer requests Computer Solutions to perform work that is not scheduled at least 24 hours in advance of performing said work, Customer will be charged at current after-hours rates. These rates do not apply when Computer Solutions requests the option to perform unscheduled services for convenience purposes.
 - 5.2. **Rescheduling:** If Customer does not inform Computer Solutions at least 24 hours in advance of rescheduling services, Computer Solutions reserves the right to charge cancellation fees.
6. **Travel:** For travel outside the San Antonio metropolitan area, Customer will be charged for travel charges incurred by Computer Solutions. Travel fees may include but are not limited to reasonable airfare, rental car, lodging, meals, mileage, and travel time to Customer's site.
 - 6.1. **DIR Travel:** For Texas Department of Information Resources (DIR), Customer will not be charged travel time.
7. **Start Date:** Services will begin at a later date as agreed upon between Customer and Computer Solutions.
8. **Payment:** Payment terms shall be in accordance with the terms of the Master Services Agreement (MSA) between Customer and Computer Solutions.

9. **Taxes:** Pricing does not reflect applicable sales taxes and are the responsibility of Customer.
10. **Termination:** Termination conditions shall be in accordance with the terms of the Master Services Agreement between Customer and Computer Solutions.
11. **Computer Solutions Commitment:** For a period of thirty (30) days, following project completion, Computer Solutions warrants the performance of Computer Solutions' professional services.
12. **Finality:** This Letter of Engagement is final and no other written or verbal agreements are binding.
13. **Validity:** The terms and pricing of this Letter of Engagement are valid for thirty (30) days from the date of delivery of this Letter of Engagement to Customer.
14. **Confidentiality:** This Letter of Engagement contains privileged information that is critical to the success of Computer Solutions. Customer agrees to maintain the confidentiality of this document at all times, except as may be disclosed pursuant to public notice, a public information request, and as required by Texas Law.
15. **Managed Services:** If Customer is currently supported by Computer Solutions' NetWatch Managed Services, Customer is eligible for Preferred Billing Rates for this Letter of Engagement. Any design, planning, and execution of services performed within the scope of this Letter of Engagement may not be applied towards any existing NetWatch Managed Services Agreements. Once complete, management of the solution may be added to the current NetWatch Managed Services Agreement and supported by the Computer Solutions Support Operations Center (SOC). Inclusion of the solution under NetWatch Managed Services may be subject to additional fees.
16. **Equal Opportunity:** "This contractor and all covered subcontractors shall abide by the requirements of 41 CFR } 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability."

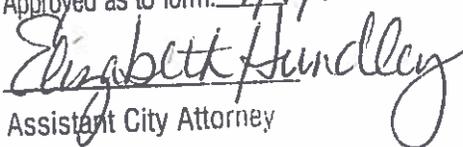
Pricing and Project Summary

1. **Fixed Bid:** This is a fixed bid engagement. Customer will be billed only for expenses incurred.
2. **Assigned Resource:** Project Manager, Senior Engineer
3. **Estimated Project Duration:** One (1) week
4. **Estimated Project Total:** \$17,256.25
5. **Estimated Travel Expenses:** \$808.00
6. **DIR Agreement:** DIR-TSO-2542

Acceptance

By signing below, Customer accepts this Letter of Engagement in its entirety and recognizes its finality. Customer accepts all terms and acknowledges the incorporation of this Letter of Engagement into the Master Services Agreement between Customer and Computer Solutions. Customer also authorizes Computer Solutions to commence services and to begin the procurement of both product and resources.

Computer Solutions	City of Corpus Christi
Signature: 	Signature:
Name: Jeff Byrom	Name:
Title: Account Executive	Title:
Date: 8-18-2015	Date:
Quote/CNET:	P.O. (if required):

Approved as to form: 9/1/15

Assistant City Attorney
For City Attorney