

Attachment B

Statement of Work (Optiv Security Inc.)

STATEMENT OF WORK

Between

*Optiv Security Inc.
1144 15th Street, Suite 2900
Denver, CO 80202*

*County of Santa Barbara
General Service Department
And Information and Communications Technology
105 E. Anapamu St. Suite 304
Santa Barbara CA, 93101*

For

McAfee Subject Matter Expert (SME) Services

Optiv Opportunity Number: 1892819-1
January 13, 2022

This Statement of Work (SOW) is governed by the Master Services Agreement (“Agreement”) dated _____ between Optiv Security Inc. (“Optiv”) and Santa Barbara County CA (“Santa Barbara County” or “Customer”) and by any additional terms herein. In the event of any conflict in the terms contained within this SOW and the Agreement, the Agreement shall control but such control is limited to the scope (“Services”) contemplated herein.

1.0 PROJECT IMPLEMENTATION

1.1 PROJECT OVERVIEW

Customer is transitioning the endpoint security solution from McAfee to Microsoft Defender and has asked Optiv to provide a time-and-materials consulting engagement wherein one (1) Optiv consultant will assist with a variety of activities relating to McAfee ePO Policy review, consolidation, and documentation. Optiv understands the following are Customer’s key objectives.

1.1.1 Goals and Objectives

- Review the existing set of assigned policies for current settings beyond the default or “out of the box” settings, including custom policies
- Consolidate obsolete or irrelevant policies, as time allows
- Document the policies noting assignment-specific details (i.e. exceptions, exclusions, specific file or folder, specific system assignment, etc.)

1.2 SCOPE

1.2.1 Activities

Customer understands that Optiv will provide commercially reasonable efforts to accomplish the Goals and Objectives in this SOW in the allotted time, however, this is a Time-and-Materials engagement, and Optiv’s consultant will support and provide activities relating to the list below, as time allows, up to the number of hours scoped herein. Activities not included below may be performed at the discretion of Optiv’s consultant. Any work required beyond the number of hours identified herein will require mutual execution of a Change Order.

- Review the existing set of assigned policies for current settings beyond the default or “out of the box” settings, including custom policies
 - VirusScan Enterprise (VSE)
 - Endpoint Security (ENS)
 - Data Loss Prevention (DLP)
 - Host Intrusion Prevention System (HIPS)
- Consolidate obsolete or irrelevant policies as time allows
 - Work with the Customer team to identify outdated systems or policy settings
 - Identify possible conflicts with established best practices or standards
- Document the policies noting assignment-specific details (i.e. exceptions, exclusions, specific file or folder, specific system assignment, etc.)
 - Exporting to XML is acceptable but needs to be formatted to a “human-readable” format
 - Documentation should focus on system, group, product, policy, configuration (if not default)
- Provide informal hands-on knowledge transfer regarding product management and administration in accordance with Optiv and the vendor’s best practice
- Review all stated project objectives, activities, and accomplishments to discuss any concerns or remaining action-items for the Customer team to take on after the engagement

The Optiv contracted resource will work with Customer’s staff, as directed by a single point of contact (SPOC), and the SPOC will verify responsiveness and expertise on Customer’s specific assignments.

1.2.2 Documentation Deliverables

Optiv will provide Customer with the following deliverable documents (“Deliverables”) electronically in standard Optiv format.

Project Summary Report

The Project Summary Report provides a formal document that captures the work performed and details of the engagement. The Deliverable includes:

- Summary of work performed
- Configurations and settings

1.2.3 Deliverable Acceptance

Deliverables defined in this SOW are subject to inspection and acceptance by the designated SPOC.

- There will be one (1) round of Deliverable review.
- Customer is responsible for consolidating its stakeholder feedback into a single view for Optiv within ten (10) business days.
- If Customer does not accept or reject the draft within this period, the Deliverable(s) shall be considered accepted by Customer.

- If the draft is rejected, Optiv will update the draft within a mutually agreeable timeframe. Optiv will then provide the updated, finalized Deliverable to Customer.

1.2.4 Environment Considerations

Scoping details listed below were provided by Customer through documents and/or interviews; and some assumptions may have been made based upon industry best practices.

Current Environment	Current Metrics
McAfee ePO	Version 5.9.1.251
Endpoint Products	Products include: <ul style="list-style-type: none"> • VirusScan Enterprise (VSE) • Endpoint Security (ENS) • Management Optimized for Virtual Environments (MOVE) – not transitioning at this time • Data Loss Prevention (DLP) • Host Intrusion Prevention System (HIPS)

1.2.5 Activities Considered Out of Scope

- Implementation of additional products or services not listed in the activities above
- Integration with third-party solutions or platforms not listed in the activities above
- Migration of policies or configurations from other solutions not listed in the activities above
- Any remediation activities
- Ad-hoc support
- Implementation and testing of Disaster Recovery (DR) systems beyond configuring a backup
- Security Program review
- Formal training or presentation
- Creation of procedural or process documentation
- Creation of run books
- Creation of instructional deployment handbooks enabling complete rebuild of all settings and configurations
- Scripting is not included in this SOW. This includes but is not limited to automation of fail-over for applications, movement of data, or other automated functions.

1.2.6 Staffing and Logistics

The following items describe the scheduling and resource allocation for the Services.

- Optiv will provide a Consultant remotely.
- The work will be performed Time and Material as defined in section 2.0.

- Mutually agreed upon work hours will be scheduled in advance of efforts, generally during normal business hours, Monday-Friday, 8:00 AM – 5:00 PM Pacific time, but often outside of normal business hours, in accordance with maintenance windows, in order to meet the deliverables outlined in this SOW.
- Optiv may rotate more than one (1) individual into the engagement during the course of the contract in order to provide deep skills and subject matter expertise for a given technology or coverage for planned leaves.
- Should Customer decide that the Optiv resource(s) do not possess the required skills, Optiv will find a suitable and acceptable replacement.
- During any period in which Optiv resource(s) are not engaged, project billing will be suspended, examples of situations that might require suspension of work include:
 - Suitable Optiv resource is not currently available
 - Customer has a cybersecurity or OEM declared emergency that requires disengagement
 - Customer has entered a change freeze window during which activities identified in section 1.2.1 cannot be performed
 - Optiv resource has planned or unplanned leave, or
 - Mutually-agreed upon work hours necessitate disengagement
 - Customer is closed for an observed holiday
 - Any other mutually agreed-upon reason for hiatus
- Hours defined in Section 2.2 are to be used as a pool of hours over the life of the SOW. Execution of the SOW does not guarantee the use of the entire pool of hours. Any hours required by Customer over what is proposed in Section 2.2 will initiate a Change Order and will be billed at the current agreed-to rate.

1.3 CORE COMPETENCY SKILLS

Optiv will provide a Consultant with the appropriate skills and level of expertise to assist Customer with the following:

- Expertise installing, configuring, managing, supporting, and maintaining McAfee ePO policies for various endpoint products in a production environment

1.4 TECHNICAL CONSULTANT(S) GUIDELINES AND ASSUMPTIONS

- Optiv will confirm that a qualified resource(s) is assigned to Customer for the duration of this SOW.
- Optiv will observe Optiv and Customer Holidays unless mutually agreed to by both parties.
 - Martin Luther King Jr's Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day

- Day after Thanksgiving Day
 - The week between and including Christmas Day and New Year's Day
- The Consultant may take Personal Time Off (PTO); all PTO will be mutually agreed to in advance when possible.
- No Optiv resource is expected to work more than ten (10) consecutive hours.
- Significant variance from the scope stated herein or to the terms and conditions of this SOW will result in a written, mutually executed Change Order.
 - Change Procedure: Any changes and/or modification to this Statement of Work must be done in writing and approved by both Optiv and Customer. Some changes may result in a change to the service fees associated with this SOW. Should the changes result in additional time or material, Optiv will provide to Customer in writing an estimated cost for approval before such costs are incurred.
- Any project remaining on un-scoped Customer-requested holds for 90 days will terminate and will be bound to any applicable termination provisions, unless otherwise mutually agreed to in writing.
- Customer may terminate or reschedule this SOW for convenience upon two (2) weeks' written notice; provided, however, termination of this SOW for any reason does not release either party from any liability, which, at the time of termination, has already accrued to the other party. Upon termination, Optiv will invoice for fees and charges accrued but unpaid as of the termination date.
- Hours expire one (1) calendar year from SOW Effective Date

Version and Upgrades

- Optiv will apply the most current version available (or as appropriate the best-known stable version consistent with Customer's patch management policy), of software, patches, and manufacturer-provided fixes to the installed system(s), provided the systems are current on maintenance and support, and patches can be applied during business hours. Optiv will apply one (1) major patch upgrade.

System Access and Passwords

- The Optiv consultant may require system passwords and admin-level (or equivalent) access to the equipment being installed or configured. Optiv suggests Customer use a temporary password during the engagement and change passwords or remove the temporary account upon project completion.

Hardware or VM Configuration

- If a Bill of Materials is available for the hardware and software, Customer will provide to Optiv.
- Network diagram or design document will be made available to Optiv if available.
- Customer is responsible for verifying any associated systems are current and will support the planned installation (hardware, software, or appliances).
- If the solutions design includes virtual machine (VM) configuration, the VM's will be created by Customer or Customer will provide Optiv with an estimated time for VM creation.

- If the solutions design includes physical appliances, and the hardware has not already been received, the hardware must be received by Customer prior to the project and Customer will provide Optiv with the estimated delivery date for the hardware arrival.
- Any physical hardware needs to be racked, burned-in, and tested by the Customer prior to the project commencement.
- If Customer has created support, content, and licensing tickets with the manufacturer, Customer will inform Optiv on the Kickoff Call.

Software and Licensing

- Customer will provide the estimated delivery date for product software and licenses which have not been received by Customer prior to signature of this SOW.

Change Control

- Applicable change control procedures will have been initiated by Customer prior to the engagement to permit installation of the software/hardware and configuration of devices.

Any production freezes, blackout dates, holidays, or other dates that will impact the delivery of services will be communicated to Optiv upon signature of this SOW.

1.5 RESPONSIBILITIES

1.5.1 Optiv Responsibilities

The following list details Optiv's responsibilities for this project, in addition to performance of Services as described in Section 1.2:

- Optiv's Project Management Organization will provide project planning, coordination, and governance related to the delivery of security solutions. The level of Project Management activities (project planning, oversight, and governance) is determined during the early planning phases, and may include, but are not limited to, the following:
 - Facilitate client-centric planning, coordination, and governance throughout the project lifecycle
 - Provide oversight and support managing the project plan, scope, cost, timelines, personnel logistics and quality assurance
 - Manage project communications, including project status updates, reporting, and risk mitigation
- Optiv consultants consider all Customer information and documentation as sensitive and confidential and will handle appropriately.
- Optiv shall have responsibility only for consultants employed or subcontracted by Optiv for performance of Services.

1.5.2 Customer Responsibilities

- Customer will provide remote (SecureLink) access to systems and personnel, and respond to all requests for information required to complete the SOW.

- Customer will provide access to items necessary for the success of this project in a commercially reasonable response time, including but not limited to:
 - Applicable proprietary information, applications, systems, and/or network diagrams
 - Facility and/or remote access
 - Operational Internet connection
- Customer will assign a SPOC for this SOW. The SPOC will be responsible for managing all activities on Customer's part, for providing information as needed by Optiv, for access to systems and personnel required by Optiv, for responding to all requests, and providing all other information required by Optiv for the performance of Services.
- This paragraph applies only if Customer and Optiv do not have a mutually executed Agreement related to the handling of personal data. If during the course of the project Customer provides to Optiv, its vendors, or subcontractors any personally identifiable information (PII) or access to PII, then (a) Customer will inform Optiv regarding the type of PII, and (b) Customer will provide instruction on the applicable handling, storage, cross-border restrictions, and destruction of such PII. Further, if Optiv's services involve performing work at a Customer location outside of the United States, both Customer and Optiv agree that they will abide by all applicable international laws. To the extent that Optiv processes any personal data for Customer in connection with the project, the Data Processing Terms and Conditions located at www.optiv.com/agreements shall also apply.
- Provide at least one (1) technical contact with system administration responsibilities and appropriate system/information access privileges to perform the Services.
- Make appropriate system maintenance window(s) available for Optiv (or authorized agents) as needed to prepare equipment.
- Create a backup before Services are performed to verify that, if need be, a server restoration can take place.
- Customer understands that the Optiv consultant will not configure or make changes to any system(s) outside of this engagement.
- Existing Equipment: Optiv is not responsible for any existing equipment defects or interoperability. It is Customer's responsibility to have the data backed up and available on premise, if needed.

2.0 PURCHASE PRICE and PAYMENT SCHEDULE

Optiv will provide the Services, which include the Deliverable described in this document, on a Time and Material basis, exclusive of Taxes, for a price as indicated in Project Fee Schedule below with Net 30 days, pending proper credit approval.

Travel related expenses incurred by Optiv for this engagement are not authorized as all work will be performed remotely.

2.1 INVOICING TERMS

- Invoice monthly for hours utilized

2.1.1 Rates for Non-Standard Hours

- After Hours to be billed at one-and-a-half (1.5) times the standard billing rate
- Holiday Hours to be billed at two (2) times the standard billing rate

2.1.2 Additional Payment Terms

- All pricing is in U.S. Dollars (USD)
- Payment terms: Net 30

2.2 PROJECT FEE SCHEDULE

The initial engagement is a commitment of 44 total hours at a rate of \$270 per hour for a total of \$11,880.

Upon completion of the initial engagement, Customer will reassess the value of the Services provided and determine if the engagement should be extended via a mutually executed Change Order.

Service	Description	Estimated Price
McAfee SME Services	Estimated costs for McAfee SME Services, including: <ul style="list-style-type: none">• Consulting Rate: \$270/hour - Capped at 40 hours• Consulting Oversight Rate: \$270/hour - Capped at four (4) hours	\$11,880

This SOW is not intended to be an offer in perpetuity. Optiv reserves the right to invalidate and re-issue this SOW if not signed and returned in its entirety within 60 days of SOW Issue Date.

3.0 SIGNATURES AND APPROVALS

N WITNESS WHEREOF, this SOW is agreed to and executed by duly authorized representatives of each party, and shall be binding as of the date of last signature below (“SOW Effective Date”).

Approved by:

Optiv Security Inc.

Santa Barbara County CA

Signature

Name

Title

Date

Signature

Name

Title

Date

Optiv Opportunity Number: 1892819-1
Optiv Document Owner: Tonyia Keating

Optiv Contact Information

Optiv Team

Name	Title	Email Address	Phone Number
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County of Santa Barbara Contact Information

Information and Communications Technology Team

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