

## **AGREEMENT FOR PURCHASE OF BITTITAN LICENSING MICROSOFT 365 MIGRATION SOFTWARE AND SERVICES**

This Agreement for Purchase of BitTitan Licensing Microsoft 365 Migrations Software and Services (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Dyntek Services, Inc. n/k/a Arctiq, a Delaware corporation (“Provider”).

### **RECITALS**

WHEREAS, the City desires to purchase BitTitan Licensing Microsoft 365 Migration software (“Products”). A copy of Services Provider’s quote dated August 05, 2024 (“Quote”) is attached hereto as Exhibit A;

WHEREAS, the City desires to convert from Google to Microsoft 365, (“Services) as more particularly described in Exhibit A;

WHEREAS the Provider represents that it is an authorized reseller of the Products and Provider agrees to sell, deliver, and provide the Services upon the terms and conditions described in this Agreement.

**NOW, THEREFORE**, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

### **SECTION ONE RESPONSIBILITY OF PROVIDER**

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider’s Quote, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Installation and Maintenance Services, the Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

///

1.4. The Provider shall perform the Installation Services in accordance with Exhibit A, and the terms, conditions, and covenants of this Agreement. Any modification to the Installation Services must be specified in a written amendment to this Agreement that sets forth the nature scope and payment for the Installation Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

## **SECTION TWO PAYMENT AND TERM**

2.1. The term of this Agreement shall commence on the Effective Date and continue until one (1) year ("Term"). The City shall pay the Provider for delivering and installing the Products. The City may pay the Provider up to an amount not to exceed Four Hundred Fifty-Two Thousand Twelve Dollars and 50/100 (\$452,012.50).

2.2. The prices will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

///

///

### **SECTION THREE REPRESENTATIONS AND WARRANTIES**

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing Delaware corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

3.1.5. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

### **SECTION FOUR INSURANCE**

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

4.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

4.1.4. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

4.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

4.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.2.2. Primary Coverage: For any claims related to this contract, the Provider’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider’s insurance and shall not contribute with it.

4.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

///

4.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

4.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

4.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

4.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effectuating coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.5. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

///

## **SECTION FIVE INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION SIX INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

## **SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION**

7.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

7.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police

Department (“Background Check”), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement.

7.3. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider’s duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider’s employees, agents or subcontractors access to the City’s personnel, data, information, personal property, or real property where such individual does not meet the City’s background and security requirements, as determined by the City in its sole discretion.

## **SECTION EIGHT TERMINATION**

The City, through its City Manager or her designee, may terminate this Agreement at any time for convenience, upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City’s termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

## **SECTION NINE NOTICES**

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by email, personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Rosa Moreno / Buyer 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633-2444
----------	---------------------------------------------------------------------------------------------------------------------------------------------------------

To Provider:	Dyntek Services, Inc. (n/k/a Arctiq) Attention: Hunter Carreira 7140 Dean Martin Drive, Suite 1100 Las Vegas, NV 89118 Phone: 702-513-2885
--------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

Email: [hunter.carreira@dyntek.com](mailto:hunter.carreira@dyntek.com)

9.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## **SECTION TEN SAFETY**

10.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

10.2. Safety Equipment. Provider will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## **SECTION ELEVEN MISCELLANEOUS**

11.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

11.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

11.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

///

///



11.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

11.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations, and matters that by their terms survive the termination hereof.

11.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

///

11.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.


11.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

**IN WITNESS WHEREOF**, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,  
a Nevada municipal corporation

Dyntek Services, Inc. (n/k/a Arctiq),  
a Delaware corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By:  \_\_\_\_\_  
Name: Hunter Carreira  
Title: Account Executive

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

EXHIBIT A

Quote

Please see attached page(s)

## BitTitan Licensing: Google to O365 Migration Options

Quote #014338 v1

### Prepared For:

#### City of North Las Vegas

Dennis Moriarity  
2250 North Las Vegas Boulevard  
North Las Vegas, NV 89030

P: (702) 633-1170

E: Moriarityd@Cityofnorthlasvegas.Com

### Prepared by:

#### Arctiq - Nevada

Hunter Carreira  
7140 Dean Martin Drive  
Suite 1100  
Las Vegas, NV 89118

P: 702-777-2672

E: hunter.carreira@arctiq.com

### Date Issued:

08.05.2024

### Expires:

12.31.2024

(1800) Tenant Migration Bundle Licenses: Includes Collaboration Migration (Teams) or Shared Document 100GB

Ln #	Qty	Part Number	Description	Unit Price	Extended Price
1	1800	126025	Tenant Migration Bundle	\$51.50	\$92,700.00
Subtotal:					<b>\$92,700.00</b>

Quote Summary	Amount
(1800) Tenant Migration Bundle Licenses: Includes Collaboration Migration (Teams) or Shared Document 100GB	\$92,700.00
Total:	<b>\$92,700.00</b>



# DYNTEK

DYNAMIC TECHNOLOGY SOLUTIONS

We have prepared a quote for you

## **Google to Microsoft 365 Migration**

QUOTE #012944 V1

PREPARED FOR

**City of North Las Vegas**

PREPARED BY

**Hunter Carreira**

## Why DynTek

### Why DynTek

DynTek provides professional IT consulting services, end-to-end IT solutions, managed IT services and IT product sales to mid-market commercial businesses, state and local government agencies, and educational and healthcare institutions.

To stay competitive in today's market place you need a technology environment designed for speed, security, and collaboration. DynTek provides advanced technology services and solutions to solve your complex business problems. Our team of experts has the experience to help you build and manage an effective technology infrastructure from the data center to the device. With DynTek by your side, running your business becomes much more manageable.

At DynTek, our clients are like family. We're there when you need us because every member of the DynTek team is committed to ensuring your ultimate success. We value long-time partnerships and work tirelessly every day to earn your trust. Throughout your relationship with DynTek, you're served by a single point of contact backed by an extensive support team.

DynTek's IT services are bolstered by an extensive list of manufacturer accreditations. Paired with deep real-world experience, these accreditations represent the level of technical expertise and customer service excellence required to be the best.

## Summary of Services

### Professional Services Request

This Statement of Work (SOW) is intended as a response to a request made to DynTek Services, Inc. (DynTek) by City of North Las Vegas ("Client"). The information contained herein was developed based on an interpretation of requirements identified by Client. If any discrepancies to Client's original request arise, or modifications be made, DynTek reserves the right to modify its SOW with a mutually agreed Change Order. The data in this SOW will not be disclosed outside the Client's organization, and will not be duplicated, used, nor disclosed, in whole nor in part, for any purposes other than to evaluate the SOW. If a contract is awarded to DynTek as a result of, or in connection with, the submission of this SOW, Client will have the right to duplicate, use, or disclose the data to the extent provided by the contract within their organization. This restriction does not limit the right of Client to use information contained in this document, if it is obtained from another source without restriction.

The information in this SOW is valid as of **10/06/2024**, and this proposal is valid for 90 days from that date, after which a new SOW may be required.

The services requested require **Implementation** support. If additional types of service are required, change control will apply.

The services will be delivered via **Remote** resources. In the event that a change to the all on-site, all remote or hybrid services is required, change control will apply.

The services have been assigned a governance tier of **Full Project Management**. Details on services included at this tier are included in this SOW.

Client Contact: Dennis Moriarity

Client Contact Email: Moriarityd@Cityofnorthlasvegas.Com

Client Contact Phone: (702) 633-1170

DynTek Sales Account Executive: Hunter Carreira

DynTek Sales Account Executive Phone: 702-777-2672

DynTek Inside Sales Rep: Kailee Trageton - Kailee.Trageton@arctiq.com - 702-777-2678

DynTek Principal Architect: Mark Burke - mark.burke@arctiq.com - (949)271-6706

## Executive Summary

### Background

The City of North Las Vegas is currently using Google Workspace as its cloud-based productivity and collaboration platform and has been evaluating the benefits of migrating from Google Workspace to Office 365. However, the City has identified several limitations and challenges with Google Workspace, such as:

- Lack of integration with Microsoft applications and services, which are widely used by the City's staff and partners.
- Lack of advanced security and compliance features, such as data loss prevention, eDiscovery, and retention policies.
- Lack of granular control and governance over user accounts, groups, and devices.
- Lack of consistent user experience and support across different devices and platforms.
- The continued use of different versions of the Office desktop applications alongside Google applications results in increased license and support costs and decreased user efficiency when switching between Office and Google applications.

To address these issues and enhance the City's productivity, collaboration, and security, the City has been evaluating the benefits of migrating their entire organization of approximately 1600 users from Google Workspace to Office 365, Microsoft's cloud-based productivity and collaboration platform. Office 365 offers several benefits for the City, such as:

- Seamless integration with Microsoft applications and services, such as Outlook, Word, Excel, PowerPoint, SharePoint, OneDrive, Teams, and Intune.
- Advanced security and compliance features, such as multi-factor authentication, conditional access, data loss prevention, eDiscovery, and retention policies.
- Granular control and governance over user accounts, groups, and devices, using Azure Active Directory and Microsoft Endpoint Manager.
- Consistent user experience and support across different devices and platforms, using Office apps and web browsers.
- The ability to leverage the full breadth of Office 365 features and applications to complement or enable cost-savings by replacing existing tooling.

As a member of the Microsoft Intelligent Security Association, DynTek has an established reputation as a trusted Microsoft partner, and extensive experience guiding organizations in both the private and public sector in their deployment, migration, and adoption of Microsoft 365, Azure, and other cloud services. DynTek has been working over the past year to advise the City of North Las Vegas in their evaluation of Office 365 and was engaged to perform in-person interviews with every department to determine their current Google Workspace usage and provided detailed licensing recommendations that minimize cost by analyzing the unique requirements of each department and recommending licensing to meet their needs and minimize costly over-licensing that can result from the common one-size-fits-all approach.

At the conclusion of the City's evaluation, the decision has been made to move forward with migrating to Office 365 and is seeking assistance from DynTek, a trusted Microsoft partner with extensive experience in performing complex migrations to Office 365. DynTek will assist in the assessment, planning, implementation, and execution of the migration to a Microsoft 365 (M365) tenant in a Government Community Cloud (GCC).

### Environment Overview

The City of North Las Vegas has approximately 1600 users across 16 departments. Users are created in on-premises Active Directory and synchronized to Google Workspace. Authentication currently uses Okta MFA to handle single sign on and identity integrations. Google Apps alongside a mixture of different Microsoft Office desktop applications, depending on department, features needed, and who the documents will be shared with. In addition to data stored on Google Drive, the city has two major file servers to host user home drive data and department level shares which may be moved in a future project but will remain on-premises for the duration of this project.



## Project Overview

This project is organized in seven stages:

1. Microsoft 365 Tenant Creation and Configuration
2. Google Vault Migration
3. Email & Calendar Migration
4. Office Application Deployment
5. Google Drive to OneDrive Migration
6. Teams Deployment
7. Intune Deployment

Each stage is executed using a standard five-phase process: analysis, design, implementation, test & stage, and deploy. The analysis phase focuses on technical discovery and gathering business requirements that must be taken into account in the project's desired end-state. Once analysis is complete, a design phase is conducted where DynTek consultants collaborate with the client's IT staff to design and document the migration. After the client signs off on the proposed design, DynTek works with the client to implement the environment, configure it, and conduct a pilot migration to test, validate the migration design, and refine the design to support the deployment phase. At the completion of the pilot, the final phase is the deployment of the solution and/or execution of the migration.

All level of effort estimates assume DynTek will take an active role in all migration activities. Depending on Client IT staff capabilities and availability, some tasks can be executed by Client's staff with DynTek resources providing secondary support.

Note: Not all features or data sources in Google Workspaces are able to be migrated by Microsoft or MigrationWiz tooling. DynTek will instruct the Client on performing a full Google Workspace Data Export and provide the Client guidance on possible solutions for addressing content that cannot be migrated.

## Scheduling Overview

DynTek will work with the Client to determine the scheduling of the stages and determine the order of execution that best meets the Client's business requirements. To minimize business impact, DynTek recommends migrations take place outside the work week so that there is time to mitigate any issues.

In general, the tenant creation and configuration must be fully completed before any other stage can commence. DynTek finds that most clients prefer to migrate the email, calendar, and Google Drive data for users at the same time. This approach helps move users quickly and minimizes overlapping the use of Google and Microsoft 365 products. These migrations can also be done separately if the Client desires to provide a more gradual end user adoption of Microsoft 365 services. Teams deployment is best conducted after the data and user migration stages are complete. This will ensure that all users have the proper accounts, access, and data migrated to effectively collaborate in Teams. Intune Deployment will require the onboarding of all physical computers and mobile devices and is dependent only on stage 1, the tenant creation and configuration and can be performed in parallel, or after the rest of the stages have been completed.

## Staged Migration Overview

Due to the size of the Client's organization, DynTek recommends executing the migration in waves using a "velocity migration" methodology. In velocity migrations, the first wave is smaller in size and the size of each subsequent wave increases until a sustainable migration volume of users/data is reached. The size and makeup of each wave is determined by the volume of data to be migrated, the observed migration speed/throughput, and the capacity of the Client's IT staff to provide post-migration support.

During the pilot migrations, data transfer rates will be monitored to inform wave sizing and migration scheduling and the first few production migration waves will be used to fine tune the schedule and wave sizes. DynTek has found that similarly sized clients start with 50-100 users in the initial wave and tend to peak at 150-200 users per wave. This approach will minimize business impact, ensure that all user data in the wave can be migrated during a weekend, and that IT staff has the capacity to support the migrated users immediately after migration.

## Licensing

All Microsoft licensing will be handled by City of North Las Vegas through their state contract with an approved partner. While Microsoft tooling can accommodate most migration requirements, DynTek shall use a 3rd Party Solution for all supported data migration for its performance, administrative, and reporting capabilities. DynTek will work with the customer to determine the exact licensing requirements and procure all required 3rd Party licensing.

## >> Stages Overview



### Stage 1 - Microsoft 365 Deployment

The first stage of the migration will involve the deployment of an Office 365 tenant in the Government Community Cloud (GCC) environment. The objectives of this stage are:

- To analyze the current environments and configurations of the City's Active Directory, Azure Tenant, and Google Workspace.
- To design the technical architecture and security configuration of the City's Microsoft 365 tenant, including Exchange Online, OneDrive, Teams, and SharePoint.
- To implement the tenant configuration, directory synchronization, licensing approach, security policies, and integration with Okta MFA.
- To test and stage the synchronization and onboarding of a pilot group of users, and validate the user provisioning, licensing, and security controls.
- To deploy the staged synchronization and onboarding of all users and perform security validation and tuning.

The deliverables of this stage are:

- A Microsoft 365 tenant provisioned and configured according to the City's requirements and best practices.
- A directory synchronization and onboarding process established and verified for all users.
- A licensing configuration and assignment process established and verified for all users.
- A security configuration and policy enforcement process established and verified for all users.
- A training plan and materials for administrative and support staff.

### Stage 2 - Google Vault Migration

Current Google Vault email content is 32TB in size, a portion of which is already covered in migrating the email for active users. The remainder consists of active user's deleted items and inactive/departed users. To minimize Microsoft licensing and Azure Blob Storage spend, Google Vault migration of inactive user data should take place before any active user migration. This will allow the use of licenses to provision the accounts for inactive users, migration of data, and removal of licenses for use on active users. Migrating from Google Vault to Microsoft 365 requires identifying the data to export, using Google Vault to search and export the data, uploading it to Azure Blob Storage, and then transfer the data to the desired location in Microsoft 365, typically the Recoverable Items Folder. MigrationWiz can be used to migrate this data, however, a user migration license will be required for each inactive user account to be migrated. Using the native tooling from Microsoft is more cost effective at the expense of complexity, administrative tooling, and reporting capabilities.

Google Vault Migration, using either Microsoft or MigrationWiz, requires data to be uploaded to Azure Blob Storage before being migrated to its final destination in Microsoft 365. Azure Blob Storage is priced on a per gigabyte, per month model, with data only being charged for the time which it is stored. The only exception to this is cool tier and lower, which have a early deletion provision that requires data to be billed for the relevant period, even if deleted early. For the purposes of migration, DynTek recommends the usage of standard storage on the hot tier, which is priced at \$0.018/gb/mo, at the time of this SOW's authoring. 32TB (38,912GB), of data would incur a charge of approximately \$700 if stored for a complete

month, \$8,405 if stored for an entire year. Cost can be reduced by deleting the data from Azure Blob Storage after migration is completed successfully.

The second stage of the migration will involve the migration of the City's archive data from Google Vault to Exchange Online. The objectives of this stage are:

- To analyze the current archives, retention policies, structure and sizing, access requirements, and compliance policies of the City's Google Vault environment.
- To design the migration plan, including the archive strategy, eDiscovery, data retention policies, and migration tooling.
- The implementation of all migration tooling, import/export integration configurations, and environmental configurations to support the data migration.
- To test and stage the migration of test archive data and a pilot group of archives, and validate the content fidelity, user access, and compliance functionality.
- To deploy the migration of all archives, and validate the migration.

The deliverables of this stage are:

- An Exchange Online archive and compliance environment provisioned and configured according to the City's requirements and best practices.
- The migration of all Google Archived data determined by the City to be in scope, to Office 365 using 3rd Party and other tools.
- A training plan and materials for compliance and governance staff.

## Stage 3 - Google Mail and Calendar Migration

The third stage of the migration will involve the migration of the City's email and calendar data from Google Workspace to Exchange Online, the cloud-based email and calendar service in Office 365. The objectives of this stage are:

- To analyze the current email domains, administration requirements, security requirements, compliance requirements, and feature delta of the City's Google Workspace and Exchange Online environments.
- To design the detailed design and data migration plan, including the migration tooling, mail routing, security configuration / policies, and printing integrations.
- To implement the administrative and security configurations, provision the migration tooling, and configure the mail routing and printing integrations.
- To test and stage the migration of test accounts and a pilot group of users, and validate the content fidelity, user access, and feature functionality.
- To perform staged migrations of all users, validate the migrations, and mitigate any issues.

The deliverables of this stage are:

- An Exchange Online environment provisioned and configured according to the City's requirements and best practices.
- The implementation of security configurations and governance controls that comply with regulatory and business requirements, as defined by the City.
- A data migration plan that covers
  - Pre-migration communications and end user preparedness.
  - The proposed migration schedule and process.
  - Defined roles and responsibilities for the City's IT Staff and DynTek Consultants.
- The migration of all users' email, calendar, and contacts from Google Workspace to Office 365.
- A training plan and materials for administrative and support staff.

## Stage 4 - Office App Deployment

The fourth stage of the migration will involve the deployment of Office apps, the cloud-based productivity and collaboration

applications in Office 365, such as Outlook, Word, Excel, PowerPoint, and OneNote. The objectives of this stage are:

- To analyze the current software deployment mechanism, Office application component usage, and deployment and configuration requirements of the City.
- To design the deployment strategy, including the scripting and tooling, and the Office application installation configuration customizations required by the City.
- To implement the installation packaging, deployment tooling, and prepare a pre-deployment training plan.
- To test and stage the deployment on a pilot group of users, and validate the installation, functionality, and user experience.
- To deploy the Office applications on all endpoints.

The deliverables of this stage are:

- An Office app deployment process established and verified for all endpoints, using the Office Deployment Tool and other tools.
- The deployment of the Office 365 version of the Microsoft Office apps to all City specified endpoints
- A training plan and materials for administrative, support, and user staff.

## Stage 5 - OneDrive Migration

The fifth stage of the migration will involve the migration of the City's cloud storage data from Google Drive to OneDrive, the cloud-based file storage and sharing service in Office 365. The objectives of this stage are:

- To analyze the current Google Drive storage, sizing, sharing and permissions, and network transfer bandwidth of the City's staff and partners.
- To design the migration strategy, including the phased rollout plan, tooling and scripting, and security, governance and file sharing best practices and policies.
- To implement the pre-provisioning of user OneDrive accounts, setup of migration tooling, and creation of user to storage mapping file.
- To test and stage the migration of a pilot group of users, and validate the content fidelity, user access, and file sharing functionality.
- To deploy the production migration of all users, and verify and validate the user to storage mapping.

The deliverables of this stage are:

- A OneDrive environment provisioned and configured according to the City's requirements and best practices.
- A user data migration plan, to be approved by the City before testing and production migration begins.
- A group data migration plan, detailing the criteria to determine the destination of group data stored in Google Drive. (e.g. Teams, OneDrive, SharePoint, etc)
- A pilot migration of user data to OneDrive to validate and refine the production data migration plan
- The production migration of all user data from Google Drive to OneDrive, using 3rd Party and other tools.
- A test migration of group data from Google Drive to each destination platform.
- The production migration of all group data from Google Drive.
- A training plan and materials for administrative, support, and user staff.

## Stage 6 - Teams Deployment

The sixth stage of the migration will involve the deployment of Teams, the cloud-based chat and collaboration service in Office 365. The objectives of this stage are:

- To analyze the business requirements, teams creation, sharing, security, configuration policies, and governance of the City's staff and partners.
- To design the feature design and implementation plan, including the security policies, governance policies, and rollout strategy.
- To implement the provisioning and staging of the production environment, and the feature configurations, and any required security policies.

- To test and stage the deployment and usage of Teams on an IT group and a pilot department, and validate the functionality, user experience, and refine the adoption plan.
- To deploy the production deployment and the staged rollout of Teams features to departments.

Note: MigrationWiz tooling does not support the migration of 1-on-1 or Google Spaces Chat. While at least one third-party migration tool claims to be able to handle this scenario, it is limited to the first 1000 message in any chat, is speed limited by major throttling on the Microsoft APIs, and may not retain the data fidelity necessary to withstand legal challenge, as data is copied and posted in the context of a service account and authoritative date-time stamps are not allowed to be predated by Microsoft APIs.

The deliverables of this stage are:

- A Teams environment provisioned and configured according to the City's requirements and best practices.
- The completed rollout of Teams to all City departments.
- A training plan and materials for administrative, support, and user staff.

## Stage 7 - Intune Deployment

The seventh and final stage of the migration will involve the deployment of Intune, the cloud-based device and application management service in Office 365. The objectives of this stage are:

- To analyze the feature requirements, device management, remote monitoring, application deployment, patch management, workflow management, ticketing, remote access, OS requirements, device configuration/compliance, security requirements, compliance and governance requirements, Active Directory group policy, and integration with current tooling of the City's staff and partners.
- To design the feature configuration, implementation, and rollout plan, including the security policies, governance policies, and rollout strategy.
- To implement the provisioning of the production environment, and the feature configuration and implementation plan.
- To test and stage the deployment on an internal IT pilot and a test department pilot, and validate the functionality, user experience, and refine the implementation and rollout plan.
- To support the City IT staff during the implementation, as City staff enrolls of endpoints, monitor the onboarding, and mitigate any issues.

The deliverables of this stage are:

- An Intune environment provisioned and configured according to the City's requirements and best practices.
- A training plan and materials for administrative, support, and user staff.



## >> Scope of Services

### In Scope

Below is a list of the tasks to be performed within the scope of this SOW:

### Milestone 1 - Microsoft 365 Deployment

- Analysis
  - Current Environments and Configurations
    - Active Directory
      - Users and Groups
      - Group Policies
    - Authentication Dependencies
    - Existing Multi-Factor Authentication Usage
    - Azure Tenant Azure AD Synchronization and Configuration
  - Workshops
    - Tenant Planning
    - Licensing Planning
    - Security Planning
- Design
  - Technical Architecture Review
    - Tenant
    - Exchange Online
    - OneDrive
    - Teams
    - SharePoint
  - Tenant Configuration
  - Directory Synchronization
    - Group Writeback
    - Password Writeback
  - Licensing Approach
    - Group-Based
    - Automation
    - Manual Assignment
  - Security Configuration
    - Administrative Roles
    - Multi-Factor Authentication (third-party integration)
    - Conditional Access Policies
    - Tooling
  - Network Recommendations (M365 Application Specific Connectivity, QoS, and Performance)
  - Training Plan
- Implementation
  - Provision GCC Tenant
  - Azure Active Directory Connect
  - Licensing Configuration
  - Security Configuration
    - Create Cloud Administrative Users and Assign Roles
    - MFA Configuration, Enrollment, and Enforcement
    - Self-Service Password Reset
    - Conditional Access Policies
  - Administrative and Support Training (1-2 workshops)
    - Administrator Portals Overview
    - Administrative Controls Overview

- User & Group Administration
- MFA Administration/Integration
- Conditional Access Policy Overview
- Entra ID Connect Administration
- License Management
- Test & Stage
  - Synchronize Initial Group of Pilot Users
  - Test and Validate
    - User Provisioning
    - Licensing
    - Security Controls
- Deployment
  - Staged Synchronization and Onboarding of All Users
  - Security Validation and Tuning

## **Milestone 2 - Google Vault Migration**

- Analysis
  - Archives
  - Retention Policies
  - Structure and Sizing
  - Access Requirements
  - Compliance Policies
- Design
  - Migration Plan
  - Exchange Online
    - Archive Strategy
    - eDiscovery (FOIA Search)
    - Data Retention Policies
  - Scripting and Tooling
- Implement
  - MigrationWiz Tooling Environment
  - Azure Blob Storage (customer tenant)
  - Online Connectivity
  - Import/Export Integration Configuration
  - Compliance and Governance Administrator Training
- Test/Stage
  - Migrate
    - Test Archive Data (max 1GB)
    - Pilot Group of Archives (limit of 20 users and 20GB aggregate data)
  - Validate
    - Content Fidelity
    - User Access
- Deploy
  - Migrate All Archives (limits: 32TB, 20 waves, 1.6TB/wave)
    - Inactive Users (Stage, LitHold, Migrate)
    - Active Users Deleted Items
  - Validate Migration

## **Milestone 3 - Google Mail and Calendar Migration**

- Analysis
  - Email Domains
  - Exchange Online



- Administration Requirements
  - Security Requirements
  - Compliance Requirements
    - Archive
    - eDiscovery
    - LitHold Configuration
- Google Environment
  - Users
  - Mailboxes
  - Calendars
    - User
    - Resource
    - Shared
  - Contacts
- Azure DLP
- Azure Information Protection
- Email to Print Integration
- Scan to Email Integration
- Feature Delta Review
- Design
  - Detailed Design and Data Migration Plan
  - Migration Tooling
    - MigrationWiz Solution
    - Scripting and Other Tools
  - Training Plan
- Implementation
  - Exchange Online
    - Administrative Configuration
    - Security Configurations
      - Limits: 3 DLP Policies and 3 Purview Information Protection Labels
    - Compliance Configurations
      - Default Retention Policy
      - eDiscovery Standard Configuration
  - Provision Tenant with MigrationWiz Solution
  - Mail Routing Configuration
  - Printing Integrations
    - Limits: 2 Email to Print and 2 Scan to Email (only for devices that support Exchange Online)
  - Migration Tooling
- Test/Stage
  - Migrate Test Accounts
  - Pilot Group Migration (20 users max)
  - Stage Migration Group Information using MigrationWiz Tool
  - Pre-Migration Training
  - Migration Process
  - Pre-Deployment Training
    - Admin
      - Exchange Online Administration
      - Governance and Policies Overview
    - User
      - Train the Trainer
      - Training Materials
        - Email Communication Templates
          - Migration Overview
          - Coexistence

- Pre-Migration Wave Notification
  - Post-Migration Wave Notification
- End User Training Slide Deck
  - Feature Overview
  - Exchange Online to Google Mail Comparison
- Deploy
  - Perform Staged Migrations (max 16 waves)
  - Validate Migrations and Mitigate Issues

## **Milestone 4 - Office App Deployment**

- Analysis
  - Software Deployment Mechanism
  - Office Application Component Usage
  - Endpoints
- Design
  - Deployment Strategy
  - Scripting and Tooling
  - Office Application Installation Configuration (ODT)
  - Pre-Deployment Training Plan
- Implementation
  - Configure Installation Media
  - Configure Deployment Tooling
- Test and Stage
  - Stage Installation Media
  - Deployment on Pilot Group
  - Pre-Deployment Training
    - Admin
      - ODT Overview
      - Package and Deployment Overview
    - User
      - Train the Trainer
- Deploy
  - Office Applications

## **Milestone 5 - OneDrive Migration**

- Analysis
  - Existing Google Drive Storage
    - Sizing
    - Sharing and Permissions
  - Storage Requirements
    - Sizing
    - Retention
    - Versioning
  - Network Transfer Bandwidth
  - Security Requirements
- Design
  - Migration Strategy
  - Phased Rollout Plan
  - Tooling and Scripting
  - Security, Governance and File Sharing Best Practices and Policies
  - Training Plan
- Implementation

- Pre-provision User OneDrive Accounts
- Setup MigrationWiz Tooling Environment
- Create User to Storage Mapping File
- Test and Stage
  - Pilot Migration
  - Pre-Deployment Training
    - Admin
      - OneDrive Governance and Policies Overview
    - User
      - Train the Trainer
      - Training Materials
        - Google Drive to OneDrive end user one-pager handout
        - Email Communication Templates
          - Migration Overview
          - Coexistence
          - Pre-Migration Wave Notification
          - Post-Migration Wave Notification
        - End User Training Slide Deck
          - Feature Overview
          - Google Drive to OneDrive Comparison
          - Saving, Syncing, and Sharing Overview
- Deploy
  - Verify and Validate User to Storage Mapping
  - Production Migration (max 16 waves)
  - Post Migration Validation and Issue Resolution

## Milestone 6 - Teams Deployment

- Analyze
  - Business Requirements (1-2 workshops)
    - Teams Creation
    - Sharing
    - Security
    - Configuration Policies
    - Sharing
    - Governance
- Design
  - Feature Design and Implementation Plan
  - Security Policies
  - Governance Policies
  - Rollout Strategy
  - Training Plan and Materials
    - Admin
      - Teams Admin Portal Overview
      - Governance Policies
    - Users
      - Train the Trainer
      - Materials
        - Teams Overview one-pager
        - Meetings Overview one-pager
        - Pre-deployment communication template
- Implementation
  - Provision and Stage Production Environment
  - Implement Feature Configurations

- Create Department Level Teams and max 3 channels per Team
- Pilot
  - IT Group
  - Pilot Department
  - Pre-Deployment Training
- Deploy
  - Production Deployment
  - Rollout Adoption

## Milestone 7 - Intune Deployment

- Analysis
  - Feature Requirements
    - Device Management
    - Remote Monitoring
    - Application Deployment
    - Patch Management
    - Workflow Management
    - Ticketing
    - Remote Access
    - OS Requirements
    - Device Configuration/Compliance
  - Security Requirements
  - Compliance and Governance Requirements
  - Active Directory Group Policy
  - Integration with Current Tooling
- Design
  - Feature Design and Implementation Plan
  - Security Policies
  - Governance Policies
  - Rollout Strategy
- Implementation
  - Provision Production Environment
    - Limits
      - 10 Applications (msi/msix packages)
      - 25 Migrated Group Policies
      - 15 Compliance Policies
      - 1 Windows Autopilot profile
  - Intune environment configured according to City's requirements and best practices
  - Feature Design Plan Implementation
- Pilot
  - Internal IT Pilot
  - Test Department Pilot
  - Training of IT staff in operation, support, and onboarding devices requiring physical intervention
- Deploy
  - Automated Enrollment of Devices
  - Monitor Onboarding
  - Issue Mitigation

## Out of Scope

**DynTek will not be responsible for conducting any work not explicitly defined in this SOW. Examples of out of scope tasks are listed below:**

- Migration of on-premises user home drives
- Migration of on-premises department file shares
- Migration of on-premises SharePoint sites
- Onboarding of devices to Intune that cannot be done using automation
- Implementation of any Intune Suite or Intune Plan 2 features
- Implementation of any retired or preview features
- Software development work (including in Power Platform)
- Migration of data not supported by Microsoft tooling or MigrationWiz tooling
- Defender for Endpoint Onboarding
- Decommissioning of Google Environment and/or data
- Deletion of any archived data in Google or Azure Storage
- Application remediation work
- Remediating issues found in the Client network or implementing any changes to the network
- Configuration or remediation of user workstations
- Implementation, configuration, and remediation of client provisioned PKI infrastructure. This includes certificate deployment and revocation processes
- Any structural or logical remediation tasks necessary to ensure success of the solution
- Purchasing of SSL certificates
- Knowledge transfer is focused on providing details specific to this environment and is never a substitute for authorized training by an Authorized Learning Center, such as DynTek. Contact your DynTek account representative for more information about authorized training classes

**If any of the above examples of excluded services are required, change control will apply and an increase to the total services fees may apply.**

## >> Assumptions

### Assumptions

**Client Project Lead:** Client will appoint a project lead that is an employee of Client. The project lead will have authority and responsibility to make final decisions about the system including scope, audience, functionality and deliverables and project sign-off. They will have in hand detailed current state information on the WAN, LAN, and overall network configuration aspects, or access to additional personnel or resources that do.

**Communication:** Questions from DynTek to Client will be answered by Client within one (8 hour) business day.

**System/Access Prerequisites:** Client asserts that the general server, network, and IT infrastructure is stable and able to support this project as described in this SOW. DynTek consultants will be provided with necessary security access to systems and facilities including VPN access for any services performed remotely, during the performance of the professional services. Client will provide user ID's, passwords and/or new accounts to be used by DynTek engineer(s), if required. For onsite consultants, any Client delays due to configuration specifications, hardware availability, or facility access are subject to change orders as billable delays.

**System Backup:** Client asserts that a full backup of the affected system(s) is completed prior to commencement of the Services. DynTek cannot be held responsible for loss of data on Client's systems due to Client's failure to maintain sufficient backups.

**Workspace:** Client shall provide a working space, including necessary utilities, electrical power, test data files/forms to accomplish tasks associated with this SOW. Client will supply office space, office supplies, computer equipment, telephone, applicable regulations, manuals, texts, briefs, internet access and other materials associated with the project and the hardware/software noted in this SOW, as required.

**Licensing:** All software supplied by Client to be installed in any environment used for this engagement has been legally obtained and fully licensed for each user and server and is in compliance with all applicable laws and vendor requirements. DynTek is not responsible for product related defects and assumes that bugs in manufacturer software, hardware, specifications, design, etc. are the responsibility of that manufacturer. Client is responsible for maintaining active maintenance contracts for deployed hardware, software, and subscription services. Client shall be responsible for all required SaaS licensing and IaaS or PaaS service costs required to perform migration tasks (e.g. BitTitan, Azure Storage, other 3rd Party tooling, etc.).

**Travel:** Travel expenses to/from the primary work location are included in the cost of services. DynTek utilizes an industry standard for projects that require overnight travel. When needed, the delivery team will arrive on-site at the designated start time the first day of the week, remain on-site until the end of the workday the fourth day, and work remotely on the fifth day.

**Health Safety:** Client must meet at least the minimum level of employee health and safety specifications in accordance with in-country legislation requirements. Client will provide DynTek with a copy of their health and safety policy prior to any site activity taking place and, if applicable, notify DynTek of any Personal Protective Equipment ("PPE") required prior to the commencement of any services. Client must provide a single point of contact for any health and safety issues related to individual site(s).

### Additional Project Assumptions:

## >> Governance Tier

### Project Management

The DynTek Project Manager is responsible for overall project timeline, scope, budget management, resource scheduling/tracking, communication planning and execution. A project plan (format and complexity dependent on scope) is developed and managed after technical discovery is complete; this technical discovery is typically completed during the Design Phase for phased projects. The Project Manager is the single point of contact for the project.

Escalation Path – The DynTek PMO Director is the escalation point for any project concerns or issues that may be unresolved.

### Deliverables and Expectations:

- Project Kickoff via (Onsite/Remote)
- Communication plan; contact data - Project Delivery Team
- Working Calls as required
- Regular Status Meetings and Reporting
- Agenda, Meeting Minutes, & Risk, Issue & Action Item Tracking
- Deliverable/Milestone Tracking
- Scope/Budget Management
- Change Order Management
- Resource Scheduling & Oversight
- Management and Coordination of 3rd Party Vendors
- Project Documentation (if required) via Electronic Delivery
- Project Closeout meeting via (Onsite/Remote)

## >> Fee Structure

This project is being offered as a **Fixed Fee** engagement. The investment table below outlines the total Client investment. Any manufacturer investment is specified and explained. Additional recurring and one-time licenses are presented.

## >> Payment Structure

DynTek will provide written notification upon completion of the Services to Client. The Client shall, within three (3) Business Days of receipt of such notification, provide written acknowledgement of DynTek's completion of the Services. Client's failure to acknowledge completion of the Services or to provide reasons for rejection of the Services within the three (3) Business Day period signifies Client's acceptance of completion of the Services in accordance with this SOW.

DynTek will submit invoices to Client upon milestone completion for the Services furnished and any reasonable, pre-approved expense incurred hereunder during the milestone execution period; Client shall make payment to DynTek within thirty (30) days after receipt of invoice. The invoice shall provide a breakdown and distribution of charges by name of individual and applicable expenses. If Client disputes an invoice amount, Client shall notify DynTek immediately and remit the uncontested amount.

Unless otherwise defined below, each Phase line item of the Service Fees section of this document serves as a milestone for the purposes of invoicing Client for the Services.

Documentation & Admin Time and Project Management line items will be billed on the Phase 5 milestone of the associated Stage.

DynTek will submit an invoice to Client for 10% of the total upon execution of the SOW for the Services to be furnished and any reasonable, pre-approved expense incurred hereunder during the Services execution period; Client shall make

payment to DynTek within thirty (30) days after receipt of invoice. The invoice shall provide a breakdown and distribution of charges by name of individual and applicable expenses. If Client disputes an invoice amount, Client shall notify DynTek immediately and remit the uncontested amount.



## Service Fees

Description	Price	Qty	Ext. Price
<b>Stage 1 - Microsoft 365 Deployment</b>			
PS-PM-I <b>Project Management Services</b>	\$200.00	49	\$9,800.00
PS-SVC-I <b>Phase 1 - Analysis</b>	\$275.00	26.5	\$7,287.50
PS-SVC-I <b>Phase 2 - Design</b>	\$275.00	67	\$18,425.00
PS-SVC-I <b>Phase 3 - Implementation</b>	\$275.00	56.5	\$15,537.50
PS-SVC-I <b>Phase 4 - Test &amp; Stage</b>	\$275.00	11	\$3,025.00
PS-SVC-I <b>Phase 5 - Deploy</b>	\$275.00	24	\$6,600.00
PS-SVC-I <b>Documentation &amp; Admin</b>	\$275.00	11	\$3,025.00
<b>Section Subtotal</b>			<b>\$63,700.00</b>
<b>Stage 2 - Google Vault Migration</b>			
PS-PM-I <b>Project Management Services</b>	\$200.00	61	\$12,200.00
PS-SVC-I <b>Phase 1 - Analysis</b>	\$275.00	20.5	\$5,637.50
PS-SVC-I <b>Phase 2 - Design</b>	\$275.00	20.5	\$5,637.50
PS-SVC-I <b>Phase 3 - Implementation</b>	\$275.00	27.5	\$7,562.50
PS-SVC-I <b>Phase 4 - Test &amp; Stage</b>	\$275.00	38.5	\$10,587.50
PS-SVC-I <b>Phase 5 - Deploy</b>	\$275.00	122.5	\$33,687.50
PS-SVC-I <b>Documentation &amp; Admin</b>	\$275.00	15.5	\$4,262.50
<b>Section Subtotal</b>			<b>\$79,575.00</b>
<b>Stage 3 - Mail &amp; Calendar Migration</b>			
PS-PM-I <b>Project Management Services</b>	\$200.00	54	\$10,800.00
PS-SVC-I <b>Phase 1 - Analysis</b>	\$275.00	43	\$11,825.00
PS-SVC-I <b>Phase 2 - Design</b>	\$275.00	27.5	\$7,562.50
PS-SVC-I <b>Phase 3 - Implementation</b>	\$275.00	36	\$9,900.00
PS-SVC-I <b>Phase 4 - Test &amp; Stage</b>	\$275.00	18	\$4,950.00
PS-SVC-I <b>Phase 5 - Deploy</b>	\$275.00	79	\$21,725.00

## Service Fees

Description		Price	Qty	Ext. Price
PS-SVC-I	<b>Documentation &amp; Admin</b>	\$275.00	11	\$3,025.00
	<b>Section Subtotal</b>			<b>\$69,787.50</b>
	<b>Stage 4 - Office App Deployment</b>			
PS-PM-I	<b>Project Management Services</b>	\$200.00	12.5	\$2,500.00
PS-SVC-I	<b>Phase 1 - Analysis</b>	\$275.00	9.5	\$2,612.50
PS-SVC-I	<b>Phase 2 - Design</b>	\$275.00	15.5	\$4,262.50
PS-SVC-I	<b>Phase 3 - Implementation</b>	\$275.00	6	\$1,650.00
PS-SVC-I	<b>Phase 4 - Test &amp; Stage</b>	\$275.00	12	\$3,300.00
PS-SVC-I	<b>Phase 5 - Deploy</b>	\$275.00	2.5	\$687.50
PS-SVC-I	<b>Documentation &amp; Admin</b>	\$275.00	3.5	\$962.50
	<b>Section Subtotal</b>			<b>\$15,975.00</b>
	<b>Stage 5 - OneDrive Migration</b>			
PS-PM-I	<b>Project Management Services</b>	\$200.00	30	\$6,000.00
PS-SVC-I	<b>Phase 1 - Analysis</b>	\$275.00	24	\$6,600.00
PS-SVC-I	<b>Phase 2 - Design</b>	\$275.00	19	\$5,225.00
PS-SVC-I	<b>Phase 3 - Implementation</b>	\$275.00	15.5	\$4,262.50
PS-SVC-I	<b>Phase 4 - Test &amp; Stage</b>	\$275.00	9.5	\$2,612.50
PS-SVC-I	<b>Phase 5 - Deploy</b>	\$275.00	43	\$11,825.00
PS-SVC-I	<b>Documentation &amp; Admin</b>	\$275.00	8.5	\$2,337.50
	<b>Section Subtotal</b>			<b>\$38,862.50</b>
	<b>Stage 6 - Teams Deployment</b>			
PS-PM-I	<b>Project Management Services</b>	\$200.00	21	\$4,200.00
PS-SVC-I	<b>Phase 1 - Analysis</b>	\$275.00	25	\$6,875.00
PS-SVC-I	<b>Phase 2 - Design</b>	\$275.00	17	\$4,675.00
PS-SVC-I	<b>Phase 3 - Implementation</b>	\$275.00	7	\$1,925.00

## Service Fees

Description		Price	Qty	Ext. Price
PS-SVC-I	<b>Phase 4 - Test &amp; Stage</b>	\$275.00	12	\$3,300.00
PS-SVC-I	<b>Phase 5 - Deploy</b>	\$275.00	17	\$4,675.00
PS-SVC-I	<b>Documentation &amp; Admin</b>	\$275.00	6	\$1,650.00
<b>Section Subtotal</b>				<b>\$27,300.00</b>
<b>Stage 7 - Intune Deployment</b>				
PS-PM-I	<b>Project Management Services</b>	\$200.00	49	\$9,800.00
PS-SVC-I	<b>Phase 1 - Analysis</b>	\$275.00	60	\$16,500.00
PS-SVC-I	<b>Phase 2 - Design</b>	\$275.00	17	\$4,675.00
PS-SVC-I	<b>Phase 3 - Implementation</b>	\$275.00	12	\$3,300.00
PS-SVC-I	<b>Phase 4 - Test &amp; Stage</b>	\$275.00	17	\$4,675.00
PS-SVC-I	<b>Phase 5 - Deploy</b>	\$275.00	80.5	\$22,137.50
PS-SVC-I	<b>Documentation &amp; Admin</b>	\$275.00	11	\$3,025.00
<b>Section Subtotal</b>				<b>\$64,112.50</b>
Subtotal:				<b>\$359,312.50</b>

## >> Change Management

### Production Change Control

DynTek will not make changes to Client's environment without documenting those changes beforehand, communicating the proposed changes to Client, and receiving prior approval to make the changes. At the outset of the project, Client may elect to provide DynTek with written blanket approval to make production changes, and the conditions under which these changes may be made.

### Scope of Services Change Control

DynTek follows a structured methodology with respect to managing unexpected scope changes. DynTek has included in the prior sections all of the steps necessary to accomplish the successful completion of the project; however, Client may decide to change the scope of the project. If items requiring a scope change are identified, the following are the high-level steps that we will follow to discuss these together:

- Discuss and confirm need for additional work
- Identify additional tasks and deliverables associated with the scope change
- Estimate the work effort associated with the additional tasks and deliverables
- Based on the work effort estimate, determine the impact on schedule and budget
- Augment the statement of work with a change request form if the project changes:
  - Require additional resources
  - Affect the project schedule or budget

Any change order signed by DynTek and countersigned by Client will become a binding contract amendment to this statement of work. In the event that a change order thus approved contradicts the signed statement of work (or previous change orders), the most recent change order will govern.

## >> MSA Clause

**Terms of Engagement:** These Terms and Conditions of Engagement replace all previous representations or understandings for services to be performed unless superseded by state contract, written purchase order requirements, or a signed Master Services Agreement.

## General Terms and Conditions

**Terms of Engagement:** These Terms and Conditions of Engagement ("Terms") shall apply to all services ("Services") performed by DynTek Services, Inc. ("DynTek") for the client named below ("Client") unless these Terms are superseded by a signed Master Services Agreement between DynTek and Client. These Terms shall also be subject to any written purchase order or state or federal contract applicable to the Services.

**Scope of Work:** DynTek hereby agrees to provide Services to Client as set forth in any statement of work executed by both DynTek and Client or any quote issued by DynTek and signed by Client without regard to whether it has been signed by DynTek ("SOW").

**Terms of Service:** DynTek agrees to comply with all reasonable written requirements related to security, regulatory compliance, health and safety, privacy, and confidentiality that are provided to DynTek by Client. DynTek shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services and shall obtain all governmental permits, licenses, and consents that are required to perform the Services. DynTek employees and subcontractors, when working on the premises of Client or at their own office, shall observe the working hours, working rules, and holiday policy of Client. Client shall have the right to put in place such restrictions on access to its premises and computer network as it deems necessary in its sole discretion in order to safeguard its Confidential Information (as defined below) and DynTek shall require its employees and subcontractors to abide by such access restrictions. DynTek shall, if requested by Client, at Client's sole expense, obtain a background check on each DynTek employee and subcontractor who will enter Client's premises or otherwise have access to Client's computer network. If Client requires a background check, DynTek will not allow an employee or subcontractor to enter Client's premises or have access to Client's computer network unless Client is satisfied in its sole discretion with the results of the background check.

If Client reasonably requests that an individual DynTek employee or subcontractor cease providing Services to Client, DynTek shall comply with such request. In such event, Client shall provide two-weeks advanced written notice to DynTek unless the circumstances dictate a shorter notice period. DynTek shall use reasonable commercial efforts to promptly replace any DynTek employee or subcontractor removed at Client's request. If DynTek is not able to replace such employee or subcontractor within five (5) business days after the employee or subcontractor is removed, Client shall have the right to terminate the portion of the SOW applicable to such removed employee or subcontractor by providing written notice to DynTek, provided that Client shall pay DynTek for all Services performed prior to the date of termination. If any DynTek employee or subcontractor fails to perform in accordance with Client's work site policies or the applicable SOW and is removed by DynTek at Client's request, DynTek shall provide a credit to Client of one (1) project daily rate for such non-performance. Subject to the limited warranty provided below, this credit shall be DynTek's sole obligation to Client with respect to a DynTek employee or subcontractor who fails to perform in accordance with Client's work site policies or the applicable SOW.

**Overtime and Holiday Pay:** If Client directs DynTek's employees or subcontractors to work more than eight hours per day or on holidays, Client shall pay additional fees to DynTek for overtime or holiday pay, as appropriate. If DynTek and Client have not agreed to a fee schedule for overtime and holiday pay, they shall negotiate in good faith an appropriate fee schedule.

**Fees, Billing and Payment:** In consideration of the Services provided by DynTek, Client agrees to pay DynTek the fees and expenses set forth in each SOW. DynTek shall issue invoices to Client pursuant to the timetable described in the SOW or, if no billing timetable is in the SOW, on such basis as DynTek shall determine. Client shall pay each invoice within thirty (30) days of the invoice date. Any amounts not paid by Client when due shall be subject to interest charges, from the date due until paid, at the rate of one and one-half percent (1.5%) per month or the highest interest rate allowable by law (whichever is less). If any amount due to DynTek from Client becomes past due for any reason, DynTek may at its option withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of DynTek's obligations under these Terms or any SOW.

**The person signing this SOW on behalf of Client represents to DynTek that he or she is a duly authorized agent of Client with full authority to bind Client to this SOW.**

**Termination:** Client may terminate any SOW without cause and without penalty upon written notice to DynTek when notice is received no later than 7 days prior to the first day on which Services are to be provided under the SOW. Either party may terminate an SOW if the other party is in material breach of the SOW or these Terms and such breach remains uncured: (i) in the event of a monetary breach, seven (7) days after written notice of breach is delivered to the other party and (ii) in the event of a non-monetary breach, fourteen (14) days after written notice of breach is delivered to the other party. Any such termination shall be in addition to any other remedies that may be available to the non-breaching party. DynTek agrees that upon completion or termination of a SOW, and without regard to whether the Services have been fully completed, DynTek shall promptly deliver to Client one copy of all notebooks, data, information, and other material acquired or compiled by DynTek in respect to the Services, including any source code, object code, and technical documentation, upon payment by Client of all undisputed invoices for all Services performed prior to completion or termination.

**Confidential Information and Data Security:** The parties acknowledge that during the course of DynTek providing Services to Client one party may disclose Confidential Information to the other party. The party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving Confidential Information is referred to as the "Receiving Party." Confidential Information shall mean all information disclosed by the Disclosing Party to the Receiving Party which is non-public and either proprietary or confidential in nature and related to the Disclosing Party's business or other activities including, but not limited to, information relating to the Disclosing Party's trade secrets, business plans, products, services, advertising, financial records, suppliers, vendors, innovations, fees, customers, technology, contracts, inventions, intellectual property, computer software, computer systems, marketing methods, sales margins, cost of goods, cost of materials, capital structure, and operating results.

The Receiving Party shall maintain the Confidential Information in strict confidence and limit disclosure to its employees, subcontractors, consultants, and representatives who have a need to know such information in connection with the Services provided to Client by DynTek. The Receiving Party shall only use Confidential Information in connection with the Receiving Party's business relationship with the Disclosing Party and shall not use the Confidential Information for any other purpose or disclose it to any third party. The Receiving Party's obligations to protect the Confidential Information will survive for three (3) years after the termination or completion of the SOW under which the Confidential Information was disclosed by the Disclosing Party. These confidentiality obligations shall not apply to any information which: (i) was lawfully

in the Receiving Party's possession before receipt from the Disclosing Party, (ii) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party, (iii) is developed by the Receiving Party independently of any Confidential Information it receives from the Disclosing Party, or (iv) the Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation to the Disclosing Party. If the Receiving Party is confronted with legal action to disclose Confidential Information it shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information that its legal counsel advises must be disclosed. All Confidential Information shall remain the property of the Disclosing Party. All copies of Confidential Information shall be returned to the Disclosing Party, or at the option of the Disclosing Party destroyed, promptly upon the Disclosing Party's request.

To the extent DynTek stores any of Client's Confidential Information on DynTek's network or systems, DynTek shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of such Confidential Information.

**Limited Warranty and Limitation of Liability:** The Services to be performed hereunder are in the nature of professional technology services and advice. DynTek warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally accepted industry standards and practices. DynTek does not warrant the results or achievements of the Services provided or the resulting work product and deliverables. DynTek warrants that it has clear title, or up to date licenses, to any software it uses in connection with providing the Services or sells or otherwise provides to Client ("Software"), and that the Software will be free of viruses. DynTek does not provide any other warranty regarding the Software or any equipment installed or supplied by DynTek. DynTek hereby assigns to Client all of DynTek's rights, if any, in any warranties provided by the manufacturer such Software or equipment. Client's sole and exclusive remedy for breach of the warranties set forth above is reperformance of the Services in question, or at DynTek's sole discretion, refund of any amounts paid by Client for such Services and, with respect to Software that is found to have a virus, replacement of the Software, or at DynTek's sole discretion, refund of any amounts paid by Client for such Software.

THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT, DELIVERABLES, SOFTWARE OR EQUIPMENT PROVIDED TO CLIENT BY DYNTEK, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. DYNTEK DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. IN NO EVENT SHALL DYNTEK BE LIABLE TO CLIENT UNDER THESE TERMS OR ANY SOW FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF DATA, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. EXCEPT WITH RESPECT TO DYNTEK'S INDEMNIFICATION OBLIGATION UNDER THESE TERMS, DYNTEK'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES OR ANY SOFTWARE OR EQUIPMENT PROVIDED BY DYNTEK SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO DYNTEK FOR THE SERVICES, SOFTWARE OR EQUIPMENT GIVING RISE TO THE CLAIM.

**Business Ethics:** DynTek agrees not to make, or promise or offer to make, payments in the form of money, property, services or otherwise, whether directly or indirectly, to any agency, official, employee or representative of any government or political party, with the intended purpose of influencing the recipient thereof to give favorable treatment or competitive advantage to the Client or DynTek. This section does not prohibit normal discounts and allowances, sales promotion activities and the extension of services and other customary courtesies made in the ordinary course of business.

**Indemnification:** DynTek shall indemnify, defend and hold Client harmless from and against any and all claims, actions, liabilities, obligations, fines, damages, losses, demands, recoveries, deficiencies, costs or expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Client as a direct result of (a) DynTek's fraud, gross negligence, or willful misconduct, or (b) a claim by a third party that the Services infringe upon such third party's intellectual property rights.

**Insurance:** At all times during which DynTek is providing Services to Client, DynTek shall secure and maintain at its own expense commercially adequate insurance coverage and shall provide a certificate of insurance to Client upon request.

**Attorneys' Fees:** In the event of any breach of these Terms or any SOW, or dispute with respect to matters arising hereunder or thereunder, the prevailing party shall be entitled to recover from the other party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection with such breach or dispute.

**Independent Contractor Status:** The relationship of the parties hereto is that of independent contractors. Nothing in these Terms or any SOW, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees, subcontractors, or agents.

**Force Majeure:** Neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or other acts of God; acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States; viruses or pandemics; strikes, lockouts, or labor difficulties; or any other similar causes beyond the reasonable control of such party that could not have been prevented by reasonable precautions.

**Miscellaneous:** These Terms and the SOWs may not be amended or modified except on the written agreement of the parties. No party shall have the right to assign these Terms or any SOW, or any of its rights or obligations hereunder or thereunder, without first obtaining the prior written consent of the other party. These Terms supersede all agreements, whether written or oral, previously made between the parties relating to the subject matter hereof. These Terms and each SOW may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same agreement. Except as otherwise provided herein or in any SOW, these Terms and each SOW shall be binding upon, and inure to the benefit of, the parties hereto and the respective heirs, successors and permitted assigns. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein or in any SOW may be waived by the other party, but any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver or estoppel with respect to any subsequent or future failure. If any one or more of the provisions or parts of a provision contained in these Terms or any SOW shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions or parts of a

provisions of these Terms or the SOW and the remaining provisions shall continue in full force and effect.

**Governing Law:** The laws of the State of California shall govern the validity, construction, performance, and enforcement of these Terms and all SOWs unless otherwise provided in a written purchase order or signed Master Services Agreement between DynTek and Client.



## Google to Microsoft 365 Migration

### Prepared by:

#### Arctiq - Nevada

Hunter Carreira  
7140 Dean Martin Drive  
Suite 1100  
Las Vegas, NV 89118  
702-777-2672  
hunter.carreira@arctiq.com

### Prepared for:

#### City of North Las Vegas

2250 North Las Vegas Boulevard  
North Las Vegas, NV 89030  
Dennis Moriarity  
(702) 633-1170  
Moriarityd@Cityofnorthlasvegas.Com

### Quote Information:

#### Quote #: 012944

Version: 1  
Quote Date: 10/06/2024  
Expiration Date: 01/06/2025

### Bill To:

#### City of North Las Vegas

2250 North Las Vegas Boulevard  
North Las Vegas, NV 89030  
Dennis Moriarity  
(702) 633-1170  
Moriarityd@Cityofnorthlasvegas.Com

### Ship To:

#### City of North Las Vegas

2250 Las Vegas Blvd North  
Suite 720  
North Las Vegas, NV 89030  
Dennis Moriarity  
(702) 633-1170  
Moriarityd@Cityofnorthlasvegas.Com

## Quote Summary

Description	Amount
Service Fees	\$359,312.50
Total:	<b>\$359,312.50</b>

DynTek Services, Inc.

City of North Las Vegas

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc 32 Old Slip 29th Fl New York NY 10005	<b>CONTACT</b> <b>NAME:</b> Kierstan Brozovich <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b> Kierstan.Brozovich@alliant.com	<b>FAX</b> (A/C, No):
<b>INSURED</b> DynTek Services, Inc. 5241 California Avenue, #150 Irvine CA 92617	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co <b>INSURER B:</b> Travelers Indemnity Company of <b>INSURER C:</b> Westfield Specialty Insurance <b>INSURER D:</b> StarStone Specialty Insurance <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25674 25682 16992 0

**COVERAGES****CERTIFICATE NUMBER:** 1481484382**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	H-630-9W682120-TIL-23	8/8/2023	11/18/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-9W69420A-23-I3-G	8/8/2023	11/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-9W699175-23-I3	8/8/2023	11/18/2024	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y	UB-9W695428-23-I3-G	8/8/2023	11/18/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D	Cyber/Tech E&O (Prof Liab) Excess Cyber/Tech E&O (Prof Liab)			PCE-348317Y-00 89510U230APL	8/8/2023 8/8/2023	11/18/2024 11/18/2024	Each Claim/Agg. \$5,000,000 Each Claim/Agg. \$5M XS \$5M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is included as Additional Insured with regards to the General Liability and Auto Liability as required by written contract subject to the policy terms and conditions.

Coverage is Primary and Non-Contributory as required by written contract subject to the policy terms and conditions.

Waiver of Subrogation applies with regards to the General Liability, Auto Liability and Workers' Compensation as required by written contract subject to the policy terms and conditions..

**CERTIFICATE HOLDER****CANCELLATION**

City of North Las Vegas  
2250 Las Vegas Blvd, North  
North Las Vegas NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: UB-9W695428-23-I3-G

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### **SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION FOR  
WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED  
PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**Job Description**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

POLICY NUMBER: UB-9W695428-23-I3-G

## **TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

**ALL TEXAS OPERATIONS**

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: \$ **SEE SCHEDULE**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

POLICY NUMBER: UB-9W695428-23-I3-G

## **UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

### **Schedule**

**Designated Person:**

**Designated Organization:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR TECHNOLOGY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Employees – Supervisory Positions</li> <li><b>D.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>E.</b> Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</li> <li><b>F.</b> Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</li> <li><b>G.</b> Blanket Additional Insured – Broad Form Vendors</li> <li><b>H.</b> Blanket Additional Insured – Controlling Interest</li> </ul> | <ul style="list-style-type: none"> <li><b>I.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> <li><b>J.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>K.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>L.</b> Medical Payments – Increased Limit</li> <li><b>M.</b> Blanket Waiver Of Subrogation</li> <li><b>N.</b> Contractual Liability – Railroads</li> <li><b>O.</b> Damage To Premises Rented To You</li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

**D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

**F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its



liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**L. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**M. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

- 1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;

- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**O. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.