

**STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE**

CONTRACT NO. S-8361

By and Between

**STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE**

and

**LASAI TECHNOLOGIES, LLC
D/B/A DIGITECH LABS**

Dated August 16, 2024

CONTRACT No. S-8361

**OSOS Migration to WaTech Tenant
Feasibility Study**

This Contract (“Contract”) is made and entered into by and between the State of Washington acting by and through the Office of the Secretary of State, a Washington State governmental agency (“OSOS”) and LaSai Technologies, LLC d/b/a Digitech Labs, a Washington limited liability company (“Contractor”) and is dated and effective as of August 16, 2024. OSOS and Contractor are sometimes referred to herein individually as a “Party” and, collectively, as the “Parties.”

RECITALS

- A. Pursuant to Legislative direction codified in RCW 39.26, OSOS is authorized to competitively solicit and award contracts for goods and/or services for use by OSOS.
- B. OSOS issued RFP No. 24-06 dated May 1, 2024, for the purpose of obtaining a contractor for the purpose of performing a feasibility study regarding the OSOS Migration to WaTech Tenant in accordance with its authority under RCW 39.26 (the “Competitive Solicitation”).
- C. OSOS evaluated all responses to the Competitive Solicitation and identified Contractor as the Apparent Successful Contractor.
- D. OSOS has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties hereto hereby agree as follows:

- 1. Term.** The term of this Contract shall commence on the date it is fully executed by the Parties and shall continue through December 31, 2024; subject to mutual written agreement of the Parties, the term of the Contract may be extended.
- 2. SCOPE – INCLUDED SERVICES AND COST.**
 - 2.1. **CONTRACT SCOPE.** Pursuant to this Contract, Contractor is authorized to and shall provide the services and deliverables set forth in *Exhibit A – Statement of Work* at the rates and total cost set forth in *Exhibit B – Project Cost*.
 - 2.2. **STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT.** Subject to mutual agreement between the Parties, OSOS reserves the right to modify the services and/or deliverables included in this Contract; *provided*, however, that any such modification: (1) shall be effective only upon ten (10) days advance written notice; (2) shall be within the scope of the Competitive Solicitation for this Contract; and (3) if the Parties determine, after discussion and mutual agreement, that a change order is necessary to implement such modification, OSOS will initiate the change order process for such modification to be taken up by Contractor.

- 3. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, Contractor cannot make such representations and warranties, Contractor shall not perform and shall, within three (3) business days notify OSOS, in writing, of such breach.
- 3.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 3.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 3.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
 - 3.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental Contract by any governmental department or agency within the United States.
 - 3.5. **WAGE VIOLATIONS.** Contractor represents and warrants as previously certified in Contractor's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
 - 3.6. **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3.7. **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS.** Contractor represents and warrants, as previously certified in Contractor's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
 - 3.8. **WASHINGTON SMALL BUSINESS.** Contractor represents and warrants, as previously certified in Contractor's Certification, that Contractor qualifies as a Washington Small Business pursuant to RCW 39.26.010.
 - 3.9. [INTENTIONALLY OMITTED]

- 3.10. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3)-year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state or local) terminated for cause or default.
- 3.11. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to State employees.
- 3.12. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 3.13. ADVERTISING AND ENDORSEMENT. Contractor understands and acknowledges that neither OSOS nor the State of Washington are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to OSOS or the State of Washington in any promotional material without the prior written consent of OSOS.
- 3.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 3.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any services that are the subject of this Contract.
- 3.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 3.17. TOOLS, EQUIPMENT, PERSONNEL, & SUPPLIES. Contractor represents and warrants, as previously certified in Contractor's Certification, that Contractor possess all necessary personnel to fulfill the roles outlined in the Competitive Solicitation.
- 3.18. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist OSOS for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4. QUALITY; WARRANTY; REMEDIES.

- 4.1. **SERVICES WARRANTY.** Contractor warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform the services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry (“Services Warranty”). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed (“Services Warranty Period”).
- 4.2. **SERVICES REMEDY.** If the services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at OSOS’s election, Contractor shall re-perform or correct the nonconforming services at no additional cost to OSOS or refund the amounts paid for the services.
- 4.3. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with the services will not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of OSOS, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party (“IT Warranty”). The IT Warranty will expire twelve (12) months after the date the services are complete.
- 4.4. **IT REMEDY.** If the services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at OSOS’s election, promptly will: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective items; (b) re-perform or correct the non-conforming services at no additional cost to OSOS; or (c) refund the amounts paid for the services.
- 4.5. **FAILURE TO REMEDY.** If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from OSOS, or if an emergency exists rendering it impossible or impractical for OSOS to have Contractor provide a remedy, OSOS may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace items or services, in which case Contractor shall reimburse OSOS for its actual costs or, at OSOS’s option, OSOS will offset the costs incurred from amounts owing to Contractor.
- 4.6. **TECHNICAL SUPPORT.** During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

- 5. SAFETY; SECURITY.** Contractor’s failure to comply with any of the requirements in this Section shall be cause for termination.

- 5.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or services supplied by Contractor shall meet all OSHA and other safety-related federal, state, and/or local regulatory agency requirements applicable to the goods and/or services.
- 5.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide OSOS with all appropriate Material Safety Data Sheets (“MSDS”) for materials used by Contractor while performing the services and any updates of the same.
- 5.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a site after completion of work, OSOS will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 5.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at OSOS’s premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any OSOS investigation of incidents.
- 5.5. ON SITE REQUIREMENTS. While on OSOS premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with OSOS’s physical, fire, access, safety, and other security requirements and not interfere with OSOS operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access OSOS premises will be adequately trained and at all times comply with OSOS requirements.
- 5.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which will be made available to Contractor upon request.

6. SUBCONTRACTORS.

- 6.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor’s responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for OSOS regarding all contractual matters; and (d) defend, indemnify, and hold OSOS harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier).
- 6.2. REPORTING. If Contractor is required to report to OSOS, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated ‘rollup’ report combining Contractor and subcontractor data.
- 6.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington’s Statewide Payee Desk, unless OSOS will pay such subcontractor directly.

7. PERFORMANCE OF SERVICES.

- 7.1 PERFORMANCE REQUIREMENTS. Contractor must ensure that its services are performed as required by this Contract, including, without limitation, the requirements set forth in *Exhibit A – Statement of Work*.
- 7.2 DELIVERY OF SERVICES. Contractor understands and acknowledges that, Contractor may be required, upon request, to perform contracted services on-site at OSOS's facilities in Olympia, Washington. On-site services may include, but are not limited to, attending meetings at OSOS's location. Contractor's service rates set forth in *Exhibit B – Project Cost* shall include costs associated with the delivery of such services on-site at OSOS's location.
- 7.3 TECHNOLOGY EQUIPMENT AND ACCESS. Contractor is responsible for providing all equipment and access required to perform the services as defined in this Contract, including but not limited to video conferencing ability using webinar platforms such as Microsoft Teams and Zoom.
- 7.4 ON SITE REQUIREMENTS. While on OSOS premises, Contractor, its agents, employees, and subcontractors shall comply, in all respects, with OSOS's physical, fire, access, safety, and security requirements.
- 7.5 CONTRACTOR SAFETY PLAN. If requested by OSOS, Contractor shall provide OSOS with a copy of Contractor's current health/safety plan. OSOS reserves the right to condition access to its premises upon receipt of Contractor's health/safety plan.
- 7.6 OWNERSHIP OF DELIVERABLES. Notwithstanding any provision to the contrary, the parties understand and agree that OSOS shall own all rights to any plans, reports, or other deliverables provided to OSOS pursuant to this Contract. The copyright in all works of authorship created pursuant to this Contract shall be owned by the State of Washington. All such works or portions of works created by the Contractor are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. § 201. If, however, the State of Washington is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to State of Washington all right, title, and interest in: (a) the copyright to Contractor's work of authorship ("Work") and contribution to any such Work ("Contribution"); (b) any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work; (c) all works based upon, derived from, or incorporating the Contribution or the Work; (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work; (e) all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world. In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Contractor has in the Contribution or the Work, the Contractor waives those rights as to State of Washington, its successors, licensees, and assigns.
- 7.7 CONTRACTOR KEY STAFF CHANGES. Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed upon key staff must not be changed during the term of this Contract. Otherwise, any change in key staff must be agreed in writing between the Parties. During the term of the Contract, OSOS reserves

the right to approve or disapprove of Contractor and subcontractor key staff assigned to perform services as required by this Contract, or to require the removal or reassignment of any Contractor or subcontractor key staff found unacceptable by OSOS, subject to OSOS's compliance with applicable laws and regulations. Contractor must provide OSOS with a resume of any member of its key staff or a subcontractor's key staff assigned to or proposed for any aspect of performance under this Contract prior to commencing any services.

In the event that proposed Contractor resources are unavailable to deliver the work, Contractor must staff the project with resources with equal or greater skills and capabilities, subject to approval from OSOS.

OSOS must be notified of any change in Contractor key staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to OSOS as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. OSOS reserves the right, in its sole judgment, to approve or reject such replacement staff. OSOS's approval of such staff will not be unreasonably withheld.

8. INVOICING & PAYMENT.

- 8.1 **CONTRACTOR INVOICE.** Contractor shall submit to OSOS's designated invoicing contact properly itemized invoices for services delivered under this Contract. Such invoices shall itemize the following:
- a) Contract No. S-8361;
 - b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor customer service representative);
 - c) Contractor's Federal Tax Identification Number;
 - d) Description of services and deliverables provided, and date(s) of delivery;
 - e) Net invoice charges for each service or deliverable;
 - f) Applicable taxes;
 - g) Total invoice amount; and
 - h) Payment terms, including any available prompt payment discounts.
- 8.2 **CONTRACTOR INVOICES FOR PAYMENT SHALL REFLECT ACCURATE CONTRACT RATES/PRICES.** Invoices will not be processed for payment until receipt of a complete invoice as specified herein. OSOS shall have no obligation to pay Contractor for any services that do not comply with this Contract.
- 8.3 **PAYMENT.** Payment is the sole responsibility of, and will be made by, OSOS. Payment is due within thirty (30) days of invoice. If OSOS fails to make timely payment(s), Contractor may invoice OSOS in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 8.4 **OVERPAYMENTS.** Contractor promptly shall refund to OSOS the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice

to Contractor; *provided*, however, that OSOS shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, OSOS may impose a one percent (1%) per month charge on the amount overdue thirty (30) days after notice to Contractor.

- 8.5 NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Contract.
- 8.6 NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 8.7 TAXES/FEEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, OSOS shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and OSOS agrees to furnish Contractor with an exemption certificate where appropriate.

9. CONTRACT MANAGEMENT.

- 9.1 CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of contract administration for this Contract. OSOS’s contract administrator shall provide contract administrative oversight. Contractor’s contract administrator shall be Contractor’s principal contact for invoice/billing activities under this Contract. The parties may change contract administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

OSOS:
Attn: Evan Soderquist
243 Israel Rd SE
Tumwater, WA 98501
Tel: (360) 725-5775
Email: evan.soderquist@sos.wa.gov

Contractor:
Attn: Mahidhar Reddy
4170 148th Avenue NE
Redmond, WA 98052
Tel: (425) 406-8489
Email: mahidhar@digitechlabs.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 9.2 CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform OSOS of the same) who shall be responsible for addressing OSOS’s issues pertaining to this Contract.

- 9.3 LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

OSOS:

Attn: Contracts – S-8361 Legal Notice
6880 Capitol Blvd SE
Tumwater, WA 98501
Email: contracts@sos.wa.gov

Contractor:

Attn: Ramachandra Balakrishnan
4170 148th Avenue NE
Redmond, WA 98052
Email: balan@digitechlabs.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

10. RECORDS RETENTION & AUDITS.

- 10.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 10.2 AUDIT. OSOS reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced OSOS. Accordingly, Contractor shall permit OSOS and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 10.3 OVERPAYMENT OF PURCHASES. Without limiting any other remedies available to OSOS, Contractor shall reimburse OSOS for any overpayments inconsistent with the terms of this Contract, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records.

11. INSURANCE.

- 11.1 REQUIRED INSURANCE. During the term of this Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C– Insurance Requirements*.
- 11.2 WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, OSOS may terminate this Contract. This provision

does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12. CLAIMS.

- 12.1 ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with Contractor's operations under this Contract. OSOS has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any OSOS property resulting directly or indirectly from its acts or omissions under this Contract, even if not attributable to negligence by Contractor or its agents.
- 12.2 THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold OSOS and its employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', and subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; *provided, however*, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of OSOS. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property. Contractor shall take all steps needed to keep OSOS's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 12.3 INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold OSOS and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the products and/or services provided, or the use of the products and/or services under this Contract. If OSOS's use of products or services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for OSOS the right to continue using the products and/or services or, after consulting with OSOS and obtaining OSOS's consent, replace or modify the products and/or services with substantially similar and functionally equivalent non-infringing products and/or services.

- 13. DISPUTE RESOLUTION.** The Parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either Party, each Party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other Party. The receiving Party then shall have three (3) business days to review and respond in writing. In the event that the Parties cannot then agree on a resolution of the dispute, the Parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the Parties cannot agree, either Party may resort to court to resolve the dispute.

14. TERMINATION; EXPIRATION; DEFAULT; SUSPENSION; REMEDIES.

- 14.1 **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the Parties; (b) by the non-breaching Party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching Party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a Party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching Party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching Party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 14.2 **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** OSOS may suspend or terminate this Contract, at the sole discretion of OSOS or, as applicable, if OSOS reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Contract; or (b) that a change in available funds affects OSOS's ability to pay Contractor. A change of available funds as used in this section includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, OSOS will reimburse Contractor for products properly ordered and/or services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, OSOS will have no obligation or liability to Contractor.
- 14.3 **TERMINATION FOR PUBLIC CONVENIENCE.** OSOS, for public convenience, may terminate this Contract; *provided, however,* that such termination for public convenience must, in OSOS's judgment, be in the best interest of the State of Washington; *and provided further,* that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; *and provided further,* that such termination for public convenience shall not relieve OSOS from payment for products and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, OSOS shall not have any obligation or liability to Contractor.
- 14.4 **EXPIRATION – OSOS's Obligations.** Upon expiration of this Contract, OSOS shall accept and take delivery of all outstanding and not yet fulfilled orders and pay Contractor the price as set out in the Contract.
- 14.5 **EXPIRATION OR TERMINATION – Contractor's Obligations.** Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any products and/or services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to OSOS all keys, badges, and other materials supplied by OSOS pursuant to this Contract.
- 14.6 **DEFAULT.** Any of the following events shall constitute cause for OSOS to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;

- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.7 SUSPENSION & TERMINATION FOR DEFAULT. OSOS may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to OSOS's reasonable satisfaction; Provided, however, that, if after twenty (20) days from such a suspension notice, Contractor remains in default, OSOS may terminate Contractor's rights under this Contract. All of Contractor's obligations to OSOS survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

14.8 REMEDIES FOR DEFAULT.

- (a) OSOS's rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, OSOS may exercise any remedy provided by law including, without limitation, the right to procure replacement products and/or services. In such event, Contractor shall be liable to OSOS for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

14.9 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the Parties agree that in no event shall any Party be liable to the other for exemplary or punitive damages; *provided, however*, that nothing contained in this Section will in any way exclude or limit: (a) a Party's liability for all damages arising out of that Party's intentional acts or omissions; (b) the operation of any products and/or services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either Party's obligations under this Contract, by delivery slips or other documentation is void.

14.10 SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the Parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to OSOS all products and/or services that are complete (or with approval from OSOS, substantially complete) and OSOS shall inspect, accept, and pay for the same in accordance with this Contract. Unless directed by OSOS to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

15. PUBLIC INFORMATION AND PUBLIC RECORDS DISCLOSURE REQUESTS.

- 15.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 15.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to OSOS that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of

Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

- 15.3. OSOS's OBLIGATION. In the event that OSOS receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure, or (b) sensitive, OSOS, prior to disclosure, will do the following: OSOS's Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, OSOS will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where OSOS determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, OSOS will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that OSOS intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining OSOS from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, OSOS will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

16. GENERAL PROVISIONS.

- 16.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 16.2 COMPLIANCE WITH LAW. Contractor shall comply with all applicable laws.
- 16.3 INTEGRATED AGREEMENT. This Contract constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 16.4 AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each Party.
- 16.5 AUTHORITY. Each Party to this Contract, and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such Party.
- 16.6 NO AGENCY. The Parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither Party is an agent of the other Party nor authorized to obligate it.
- 16.7 INDEPENDENT CONTRACTOR. The Parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of OSOS. Contractor shall not have authorization,

express or implied, to bind OSOS to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through OSOS or the State of Washington and OSOS and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.

- 16.8 ASSIGNMENTS. Contractor may not assign its rights under this Contract without OSOS's prior written consent and OSOS may consider any attempted assignment without such consent to be void; *provided, however*, that, if Contractor provides written notice to OSOS within thirty (30) days, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 16.9 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 16.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED PRODUCTS/SERVICES. Contractor irrevocably assigns to OSOS, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any products and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Contract, including, at OSOS's option, the right to control any such litigation on such claim for relief or cause of action.
- 16.11 FORCE MAJEURE. Except for payment of sums due, neither Party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such Party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the Party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either Party is delayed by force majeure, said Party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other Party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed Party from performing in accordance with this Contract. Notwithstanding any provision to the contrary, in the event that a Contractor-declared force majeure event lasts for more than thirty (30) days, OSOS shall have the right to terminate the Contract and/or purchase the services set forth in this Contract; *provided, however*, that in such event, Contractor shall not be liable to OSOS for any price difference for such services.
- 16.12 FEDERAL FUNDS. To the extent that OSOS uses federal funds to purchase services pursuant to this Contract, OSOS shall specify any applicable requirement or certification that must be satisfied by Contractor as a condition of payment and Contractor shall adhere to such applicable federal requirements and/or certifications.

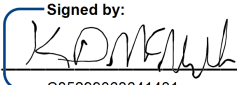
- 16.13 SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the Parties, the Parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 16.14 WAIVER. The failure of either Party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other Party in the event of breach, shall not release the other Party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either Party operate as a waiver of any of the terms hereof. No waiver by either Party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 16.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract; *provided, however*, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 16.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 16.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the Parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 16.18 ATTORNEYS' FEES. In the event of litigation or other action brought to enforce the terms of this Contract or alternative dispute process, each Party agrees to bear its own attorneys' fees and costs.
- 16.19 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any Party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each Party hereto and its counsel has reviewed and revised this Contract and agrees that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Contract. Each term and provision of this Contract to be performed by either Party shall be construed to be both a covenant and a condition.
- 16.20 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the Parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 16.21 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

- 16.22 CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 16.23 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 16.24 COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

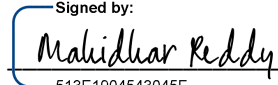
OSOS:

**STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE**

By: 
C85299063641431...
Its: Assistant Secretary of State

CONTRACTOR:

**LaSai Technologies, LLC
d/b/a Digitech Labs**

By: 
513E1904543045F...
Its: President

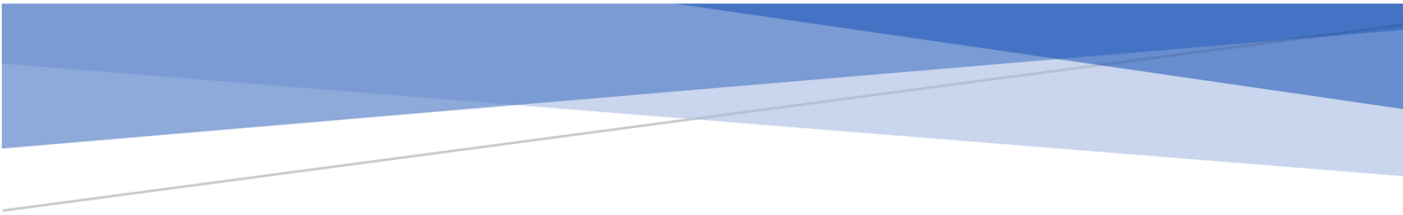


Exhibit A - Statement of Work (SoW)

OSOS Migration to WATech Tenant – Feasibility Study

Submitted by



LaSai Technologies, LLC (DBA Digitech Labs)
www.digitechlabs.com

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Note: The logo and name State of Washington, Office of the Secretary of State (OSOS) are used in this document only to reflect Digitech Labs' proposal. We acknowledge that the logo is the IP and property of WA State/respective WA State agencies.

Introduction & Project Objectives

The Office of the Secretary of State (OSOS) is seeking to conduct a feasibility study for migrating all OSOS Active Directory Domain Services (ADDS) domains and forests, Entra ID/365 Services, and Azure environments to Washington Technology Solutions (WATech) Enterprise Active Directory (EAD) and Entra ID/Azure Washington State Executive (WSE) tenants.

The feasibility study shall provide a clear roadmap for enabling OSOS with actions, plans, risks, timelines, dependencies, and resources for the migration. With the understanding that the Future State would require these deliverables to be developed in coordination with WATech's migration team. The Feasibility Study will incorporate the following 5 discovery topics and focus areas for each.

- a. **WATech Enterprise Active Directory Policy Framework alignment,**
 - I. Policy / Configuration restrictions on WATech Enterprise Active Directory (EAD), EntraID (EID), and Azure Environments.
 - II. Configuration, naming convention, or policy conflicts that would hinder or impede the migration.
 - III. Identification and planning for AD Group Policy Objects (GPOs) that exist in EAD that the OSOS domain would inherit.
 - IV. List of existing federations/enterprise apps in the OSOS tenant that are incompatible or blacklisted with the shared tenant.
- b. **Inventories of all systems and applications that are relevant to this feasibility study**
 - I. Review of all existing documentation, diagrams and information from OSOS
 - II. Install tools within the environment to discover in scope systems and applications
 - III. Gather additional information from stakeholders and SMEs as needed for further details
 - IV. Inventory of SaaS applications that are integrated with or have SSO with Entra AD
- c. **Continuity checks for,**
 - I. Suitability analysis of existing tools in the future environment (E.g., Veeam 365, our 365-backup provider is not allowed, etc.).
 - II. Security considerations like Rapid 7 and CrowdStrike also consider a shared tenant model with Enterprise Apps, Single Sign On, and multi-agency delineation.
 - III. Analysis of the impact of migrating established OneDrive, SharePoint, and Teams environments, considering staff impact, file integrity, etc.
- d. **Constrains related to WATech's Shared tenant architecture and its impacts on,**
 - I. Exchange Online Global Address List synchronization.
 - II. Enterprise Identity Infrastructure security controls.
 - III. Azure Subscription Policy Management impact.
 - IV. User and group management with 3rd party utilities.
- e. **Permissions for network connectivity,**
 - I. Establish direct connectivity between the Virtual Routing and Forwarding (VRF) in the SGN and the WATech VRF.
 - II. Addressing networking for the 5 domains not on the State Government network (SGN).

Project Requirements

The proposed feasibility study aims to evaluate the OSOS's current and future needs for transition to the WATech EAD, EID and Azure. This will encompass online services, current service usage, required workloads, migration approach, and desired end state. The assessment will include a gap analysis, a requirements analysis, a cost-benefit analysis, and a risk analysis. We will also recommend the best options and strategies for migrating the OSOS's online services to the target environment, considering the technical, financial, and operational aspects.

Project Scope of Work

The scope of coverage for this migration would be as follows :

- a. Sizing for Migration
 - a. Number of active users > 350-400
 - b. Number of users and non-user mailboxes > 560
 - c. Data Volume for these mailboxes > ~5TB
 - d. Number of SharePoint Sites > 320 with ~1TB of data
 - e. Number of MS Teams Licenses > 147
 - f. Number and types of workloads in Azure > ~1400 objects in the tenant root

- g. Number of Files in Azure Files > ~18 million (besides Blob storage)
- h. Number of Servers on premise > ~600
- i. Unique Objects in each Forest > ~5000
- j. Domain Controllers > 19 in multiple environments
- k. Data Volumes > ~100 TBs, including Azure Files

b. Applications in scope

- a. Five critical systems and connected smaller systems like the ‘back office/enterprise systems the Office relies on’ that would be impacted by the migration to WATech’s shared tenant: VoteWA, Corporations & Charities Filing System (CCFS), Digital Archives (DA), Payment/revenue management system, and the Combined Fund Drive (CFD). The connected smaller systems to be addressed shall be listed down during the discovery process.
- b. These systems are hosted on Windows Server operating systems and reside in the WATech State Data Center (SDC) and in OSOS facilities. Some systems run in a PaaS environment in Azure. There are some Linux resources, though they are not domain-joined.
- c. MDM – Mobile Device Management – Intune

The effort and cost estimations are arrived at out of the Scope of coverage detailed above. Any changes to the same, would be handled through a Change Request process.

Project Methodology

The project methodology consists of four main phases: discovery, assessment, documentation, and delivery. Each phase has a specific purpose, scope, deliverables, and milestones. The following is a brief overview of each phase and how we plan to execute it.

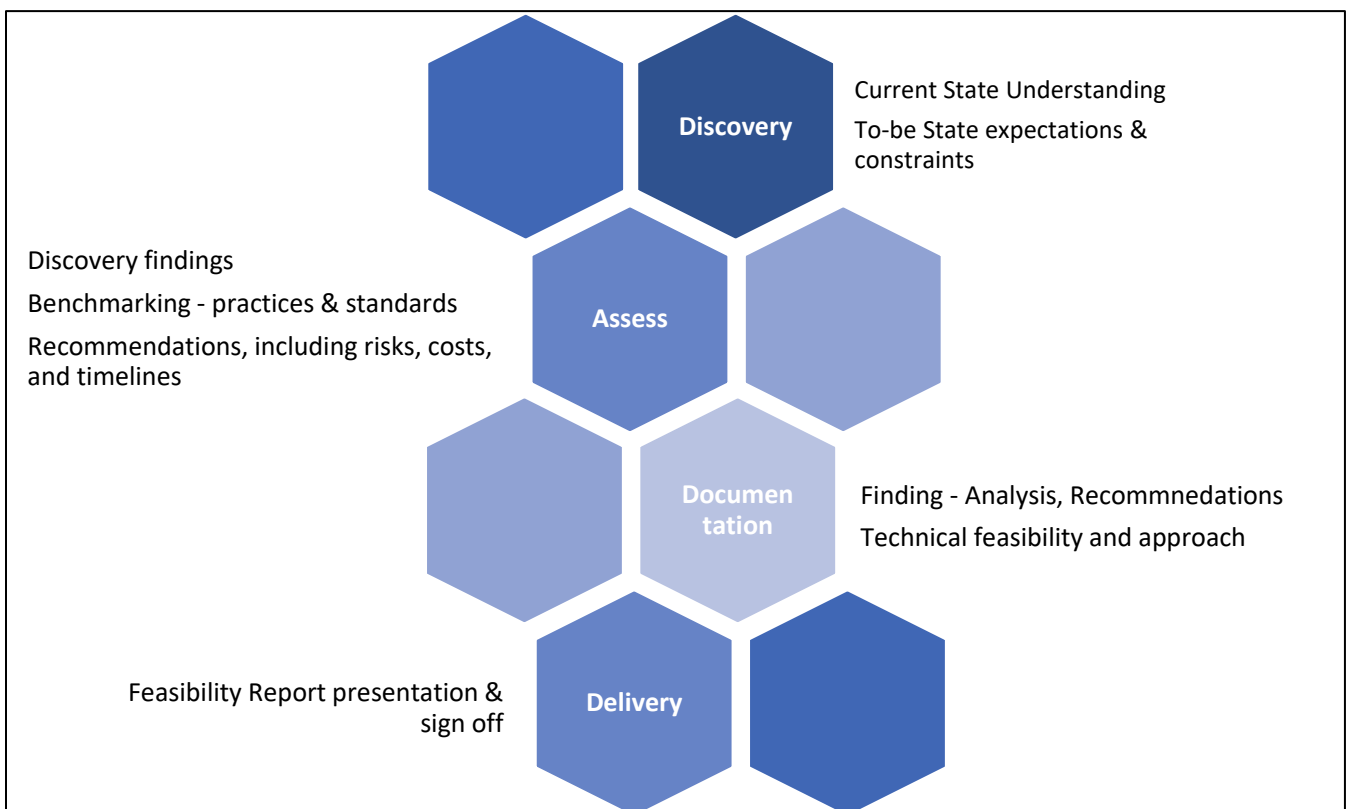


Figure 1: Our Feasibility Advisory Services Methodology

Discovery Phase

The purpose of the discovery phase is to understand the OSOS and its stakeholders' current state, needs, challenges, and opportunities. In this phase, we will conduct the following activities:

- **Kick-off meeting:** Hold a kick-off meeting with the OSOS project team and key stakeholders to introduce Digitech Labs & Proarch, review the project objectives, scope, timeline, and expectations, confirm roles and responsibilities, and establish communication protocols.
- **Stakeholder interviews:** Conduct interviews with various stakeholders, such as OSOS and WATech staff, customers, partners, vendors, and regulators, to gather their input, perspectives, and feedback on the current and desired state of the OSOS services and processes.

- **Data collection and analysis:** Collect and analyze relevant data and information, such as OSOS strategic plans, policies, procedures, reports, surveys, metrics, performance indicators, systems, technologies, etc., to understand the current situation and identify gaps, issues, and areas for improvement.
- **Applications in Scope :** Through the discussions, workshops and interviews, we will seek to list down the applications, beyond the 5 critical systems, relevant and in scope for this feasibility study.

Assess Phase

The purpose of the assessment phase is to evaluate the findings from the discovery phase, benchmark against best practices and industry standards, and formulate recommendations and solutions for the OSOS. In this phase, we will conduct the following activities:

- **Gap analysis:**

Perform a gap analysis to compare the current state of the OSOS services and processes with the desired state and identify the strengths, weaknesses, opportunities, and threats (SWOT) that affect the OSOS performance and outcomes. This would include the following environmental areas.

- An Executive Summary of the gap analysis and best practice research.
- A Policy and Configuration Analysis of the potential conflicts and issues between the OSOS and WATech environments, such as AD, EID, Azure, GPOs, etc. This will include:
 - Analysis of Active Directory core services including ADDS roles and configuration, DNS, and DHCP
 - Inventory of service accounts, service principals, and enterprise applications
 - Active Directory Domain Services (ADDS) analysis of group policy in both WaTech and OSOS
 - Entra AD analysis of conditional access policies in each tenant
 - Entra AD analysis of guest access policies in each tenant
 - Entra AD analysis of security policies in each tenant
 - Analysis of data protection and retention policies
- Review and analyze the use, configuration, structure, and policies of the M365 workloads in the Source Tenant for each of the following:
 - Email (Exchange Online)
 - Teams Chat
 - Teams Files
 - Teams Conference Calling
 - Teams Voice (Phone System)
 - SharePoint Online
 - OneDrive
 - Power Platform
- Evaluate Target Tenant workload settings for comparison and compatibility:
 - Email (Exchange Online)
 - Teams Chat
 - Teams Files
 - Teams Conference Calling
 - Teams Voice (Phone System)
 - SharePoint Online
 - OneDrive
 - Power Platform
- A Staff Impact Analysis of how the migration would affect the OSOS staff productivity, communication, and collaboration, such as OneDrive, SharePoint, Teams, etc.
 - An Application Compatibility Analysis of how the migration would affect the OSOS-hosted applications, both on-premises and in Azure and how to resolve any incompatibilities or blacklisted apps.
 - Application current use and priority in the organization
 - Email flow, security and policies
 - Environmental dependencies with ADDS and/or Entra AD
 - Integration with other applications or workloads that may be impacted
 - Backup, recovery, and high availability dependencies
 - Remote access requirements for systems and applications, including the authentication mechanism

- A File System Permission Analysis of how the migration would affect the OSOS file system data, both on-premises and in Azure, and how to reassign permissions, user accounts, etc.
- A Federation and Enterprise App Analysis of how the migration would affect the OSOS federations and enterprise apps, such as Adobe SSO, and how to ensure their functionality and security.
 - Authentication methods
 - Account and group access controls
 - Role Based Security Access
 - Account synchronization
 - Conditional access policies
- An Application Impact Analysis of the downtime and identity issues for all OSOS applications and databases, both on-premises and in Azure and how to mitigate them.
 - Application Priority within the organization
 - Users and departments that are affected by the application
 - Application and database dependencies
 - Risk and cost of downtime
- A Shared Tenant Architecture Analysis of the benefits and restrictions of using WATech's shared tenant, compared to a dedicated tenant, for example, in terms of Exchange Online, Enterprise Identity, Azure Policy, and User and Group Management. Evaluate WaTech's policies and the effect on the security of OSOS' environment and their ability to maintain proper security boundaries.

Best practice(s):

Conduct best practice analysis to identify the leading practices and successful examples of other similar organizations in the public and private sectors, both nationally and internationally, and determine how they can be adapted and applied to the OSOS context and needs.

Solution Requirements:

Document the solution requirements for the OSOS migration project, which will include the following components:

- **Vision and goals:**
Define a clear and compelling vision and set of goals for the OSOS migration project that align with its mission, values, and strategic direction and reflect the expectations and needs of its stakeholders.
- **Strategy and roadmap:**
Document the strategy and roadmap for the OSOS migration project, which outlines the key objectives, priorities, initiatives, and actions to achieve the vision and goals and provide a realistic and feasible timeline, budget, and resource allocation for the implementation.
- **Processes and procedures:**
Document the processes and procedure requirements for the OSOS migration project that streamline, standardize, and simplify the workflows, tasks, and activities and ensure quality, efficiency, and effectiveness.
- **Systems and technologies:**
Evaluate and specify the appropriate systems and technologies in the OSOS migration project that support and enable the processes and procedures and provide the necessary functionalities.
- **Data migration and re-permissioning approach:**
Options for reestablishing permissions when migrating Terabytes of data.

Documentation Phase

The documentation phase aims to produce and deliver a comprehensive and detailed technical feasibility assessment that summarizes and presents the findings, analysis, recommendations, and solutions of the previous phases. In this phase, we will conduct the following activities:

- **Feasibility Assessment writing:**

We will write a clear, concise, and compelling feasibility assessment that covers all the required elements and follows the format and guidelines specified by the OSOS. The feasibility assessment will include the following sections:

- **Executive summary:**
We will briefly overview the feasibility assessment's main points and highlights, such as the project background, objectives, scope, methodology, findings, recommendations, solutions, benefits, risks, costs, timeline, etc.
- **Project approach/methodology:**
We will describe the project methodology we used and explain how it ensured a rigorous, systematic, and collaborative approach to understanding, analyzing, and solving the OSOS challenges and opportunities.
- **Work plan:**
We will present the work plan we developed for the project and show how it addressed all the requirements and the proposed tasks, services, activities, etc., necessary to accomplish the project's scope. We will also indicate any required involvement of OSOS staff and any creative approaches we applied or suggested.
- **Solution design:**
We will elaborate on the solution design we created for OSOS and provide the details and specifications of each component, such as the vision and goals, strategy and roadmap, processes and procedures, systems and technologies, etc. We will also demonstrate how the solution aligns with the OSOS mission, values, and strategic direction and meets the expectations and needs of its stakeholders.
- **Project schedule:**
We will provide a project schedule that shows the milestones, deliverables, and timelines for each phase and task of the project and ensure a timely and successful completion of the project within the agreed budget and scope.
- **Project team:**
We will introduce the project team assigned to the project and provide their profiles, qualifications, experience, roles, and responsibilities. We will also explain how we ensured the project team's availability, continuity, and quality throughout the project.
- **Project management:**
We will describe the project management practices and tools that we used for the project and explain how they ensured a smooth, efficient, and effective execution and delivery of the project. We will also describe how we managed communication, coordination, and collaboration with the OSOS project team and other stakeholders and how we handled the risks, issues, and changes that arose during the project.
- **Feasibility assessment review:**
We will review the feasibility assessment with stakeholders (specifically for Acceptance by WATech) to ensure its accuracy, completeness, consistency, and quality and make any necessary revisions and improvements. We will also solicit and incorporate feedback from the OSOS project team and other relevant stakeholders to ensure their satisfaction and approval of the feasibility assessment.

Delivery Phase

The purpose of the delivery phase is to submit and present the feasibility assessment to the OSOS and obtain its acceptance and signoff. In this phase, we will conduct the following activities:

Feasibility assessment submission:

We will submit the final version of the technical feasibility assessment to the OSOS and WATech stakeholders according to its instructions and deadline. We will also provide any supporting documents or materials that the OSOS requires or requests.

Feasibility assessment presentation:

We will prepare and deliver a professional and persuasive feasibility assessment presentation to the OSOS and WATech evaluation teams and key decision-makers. The presentation will highlight our proposed solution's main features and benefits and address any questions or concerns that the OSOS / WATech may have. We will also demonstrate our confidence, competence, and commitment to delivering the project successfully and meeting the project expectations and needs.

Work Plan

Tools and Accelerators

The following list presents some potential tools and accelerators that have been leveraged across similar projects, along with a brief description of their functions and benefits. Digitech Labs/Proarch reserve the right to choose from this set or include other tools and accelerators after the engagement has begun to ensure the best possible results for the feasibility study.

Digittech Labs/Proarch have developed scripts and tools that are proprietary and therefore are not included in the list below. However, these will be leveraged during the engagement. These tools and scripts are customized and fine-tuned for each project based on the specific requirements and objectives.

The tools that are used during the course of the feasibility study will be reviewed with the stakeholders for the benefit of the completion of the Scope of Work. Should a need arise for licensing/procuring additional tools than those listed here during the course of the engagement, Digitech Labs/Proarch team will bring it up for a review and approval of the Project Manager, OSOS prior to procuring such tool(s).

1. Migration Assessment and Planning

Tools

- [Azure Migrate](#): Facilitates assessment and migration of on-premises workloads to Azure. It addresses, technical and business insights into infrastructure, databases, and applications.
- [ShareGate](#): Simplifies the migration of SharePoint, OneDrive, and Microsoft Teams environments.
- **Quest On Demand Migration**: Streamlines Office 365 tenant-to-tenant migrations, including Exchange, OneDrive, SharePoint, and Teams.

Accelerators

- **Microsoft FastTrack**: Provides guidance, tools, and resources to help migrate to Microsoft 365.
- **Microsoft Cloud Adoption Framework (CAF)**

2. Policy and Configuration Analysis

Tools

- [Azure Policy](#): Helps enforce and assess compliance with corporate standards and service-level agreements.
- [Policy Analyzer](#): Analyzes Group Policy Objects (GPOs) and provides insights into conflicts and configurations.
- [Netwrix Auditor](#): Provides visibility into configurations, security settings, and changes in Active Directory, Azure AD, and other environments.

Accelerators

- **Microsoft Compliance Manager (Purview)**: Assists in assessing the configuration of Microsoft 365 services and managing compliance.

3. Stakeholder Engagement

Tools

- [Microsoft Teams](#): Facilitates communication and collaboration among stakeholders.
- Microsoft Forms: Collects feedback and insights from stakeholders.

Accelerators

- **Microsoft Project Online**: Manages project tasks, schedules, and resources to engage stakeholders effectively.

4. Cost Estimation and Analysis

Tools

- [Azure Pricing Calculator](#): Estimates costs of Azure services and configurations.
- [Microsoft Cost Management](#): Helps manage and optimize Azure spending.

Accelerators

- **Azure Migrate**: Provides detailed cost analysis and insights.

5. Tool and Compatibility Analysis

Tools

- **Veeam Backup & Replication**: Analyzes backup compatibility and provides data protection.
- [Enterprise Mobility + Security \(EMS\)](#): Evaluates compatibility and integration of enterprise apps and security.

Accelerators

- **Microsoft Defender for Identity**: Analyzes identity and security issues in migrations to shared tenant models.

6. File System and Application Impact Analysis

Tools

- [Robocopy](#): Analyzes file system data and permissions.

- **TreeSize Pro:** visualizes and analyzes storage usage on local and network drives, helping to identify large files, folders, and unused space.
- **FSLogix:** Manages user profiles and file system data during migrations.

Accelerators

- **Windows Admin Center:** Provides management capabilities for on-premises servers and Azure services.

7. Documentation and Reporting

Tools

- **Copilot for Microsoft 365:** Organizes and manages documentation and reports.
- **Power BI:** Visualizes data and creates detailed reports.

Accelerators

- **Microsoft Word/PowerPoint Templates:** Provides templates for feasibility reports and executive summaries.

8. Security and Compliance

Tools

- **Azure Sentinel:** Monitors security vulnerabilities and compliance.
- **Qualys:** Analyzes security threats and compliance issues

Accelerators

- **Microsoft Defender for Cloud:** Provides unified security management and threat protection across hybrid environments.

Proposed tasks, services, and activities:

The following tasks, services, and activities will be performed to complete the feasibility assessment:

Requirements Analysis:

Conduct a requirements analysis to review and compare the online service solutions and best practices of other states and countries and the available products and vendors in the market. The Contractor will evaluate the suitability, feasibility, and affordability of the target online service options for the OSOS, considering the OSOS's specific needs, preferences, and constraints.

Cost-benefit analysis:

Conduct a cost-benefit analysis to estimate and compare the costs and benefits of different online service options, both qualitative and quantitative. The Contractor will consider the initial and ongoing costs, potential savings, revenues, efficiencies, and customer satisfaction outcomes.

Risk analysis:

Conduct a risk analysis to identify and assess the potential risks and challenges associated with implementing and maintaining different online service options, such as technical, financial, legal, operational, and reputational risks. The Contractor will also propose mitigation strategies and contingency plans for each risk.

Recommendations:

Based on the data collection and analysis, market scan, cost-benefit analysis, and risk analysis, the Contractor will provide recommendations on the best options and strategies for improving and expanding OSOS's online services. The Contractor will also provide a high-level implementation plan, including the scope, timeline, budget, resources, and success criteria for each recommended option.

Project Deliverables :

Following will be the deliverables to the OSOS.

Deliverable	Description	Value to OSOS
Gap Analysis Report	A comprehensive report that identifies and evaluates the discrepancies between the OSOS's current state and the desired future state (mapped to the WATech EAD, EID and Azure Environments) of their operations and services. This includes assessing existing systems, processes, and technologies against industry standards and best practices. The report details specific gaps, their impact on	Provides a clear understanding of the current shortcomings and areas for improvement, enabling the client to prioritize efforts and resources effectively. It serves as the foundation for planning upgrades or migrations by highlighting critical gaps that must be

	the client’s operations, and areas needing improvement or enhancement.	addressed to achieve the desired operational state.
Requirements Analysis Report	A detailed report outlines the requirements to bridge the gaps identified in the gap analysis. This includes technical, functional, and business requirements for potential solutions. The report evaluates industry best practices, benchmarks against peer organizations, and considers the client’s unique operational needs and strategic goals.	Ensures that all necessary criteria and requirements for new solutions are clearly defined and aligned with the client’s business objectives. This report guides the selection and design of solutions that meet the client’s needs, minimizing the risk of scope creep and ensuring alignment with industry standards.
Cost-Benefit Analysis Report	An analytical report that provides a detailed comparison of the costs and benefits associated with various proposed solutions. This includes initial investment costs, ongoing operational costs, potential savings, and each solution's qualitative and quantitative benefits. The report consists of scenarios and financial projections to support decision-making.	Assists the client in making informed financial decisions by clearly illustrating the return on investment (ROI) and cost-effectiveness of different options. It lets the client weigh financial implications against expected benefits, facilitating strategic budgeting and resource allocation.
Risk Analysis Report	A risk analysis report that identifies and evaluates potential risks associated with each proposed solution. This includes technical, operational, financial, and compliance risks. The report outlines risk levels, potential impacts, and likelihood of occurrence and proposes specific mitigation strategies and contingency plans for each risk.	Provides the client with a clear understanding of potential risks and their implications, allowing proactive risk management. Highlighting risks and mitigation strategies helps the client prepare for and minimize disruptions, ensuring smoother implementation and operation of the chosen solutions.
Recommendations Report	A recommendations report that consolidates findings from the gap, requirements, cost-benefit, and risk analyses. It provides strategic recommendations on the best action, detailing which solutions to implement, how to approach the migration, and steps for optimizing current systems. The report includes prioritized action items and suggested timelines.	Offers actionable insights and strategic direction, helping the client choose the most effective and efficient solutions. It aligns proposed actions with the client’s goals, providing a clear path forward and facilitating executive decision-making with a well-supported rationale.
Final Feasibility Assessment Report	A feasibility report that integrates all previous deliverables into a cohesive summary. It provides a final assessment of the project's feasibility, including overall conclusions, a summary of analyses, recommendations, implementation plans, and projected outcomes. The report serves as a strategic document for stakeholders, summarizing the project’s findings and proposed next steps.	Delivers a holistic view of the feasibility study, enabling stakeholders to understand the overall viability and expected impact of the proposed changes. It is a definitive guide for the implementation phase, ensuring alignment among all stakeholders and providing a clear, actionable roadmap for achieving the project’s objectives.

Project Schedule

Project Schedule Assumptions

The following assumptions were used to create the proposed project schedule:

- Schedule access to relevant stakeholders/staff to complete engagement sessions
- Provide any information and materials requested for within two (2) business days.

- Assign any project team resources and ensure that those resources are available to the extent necessary for the project's success.
- Since this is a remote project delivery, all stakeholders availability on-line, through mails and other agreed medium should be ensured at agreed timelines, stages, etc.
- Any change(s) to the Scope of Work detailed will be addressed through Change Order process.

Proposed Project Schedule

The proposed project schedule is as follows:

S.No	Phase & Activity	Deliverables	Digitech Labs / Proarch	OSOS Stakeholders	WK1	WK2	WK3	WK4	WK5	WK6	WK7	WK8	WK9	WK10	WK11	WK12	WK13
			AE, PM, SSA, SSC, CE	PS, PM, Tech, Policy, RM, SM													
1.0	Discovery - Feasibility Assessment																
	Kick Off		AE, PM, SSA, SSC, CE	PS, PM, Tech, Policy, RM, SM													
	1.1 operations and services	Conduct a gap analysis of the current and desired state of the client's	Gap Analysis Report	PM, SSA, SSC													
	1.2 practices in the industry	Conduct requirements analysis with mapping to potential solutions and best	Requirements Analysis Report	PM, SSA, SSC													
2.0	Cost-benefit analysis and risk analysis																
	2.1 the requirements analysis and the client's requirements and constraints	Estimate the costs and benefits of implementing different solutions based on	Cost-benefit analysis Report	PM, SSA, SSC													
	2.2 mitigation strategies	Identify and assess the risks associated with each solution and propose	Risk Analysis Report	PM, SSA, SSC													
3.0	Recommendations and final report																
	3.1 and results of the previous phases	Develop and prioritize recommendations for the client based on the findings	Recommendations Report	PM, SSA, SSC													
	3.2 the deliverables and provides a clear and concise summary of the project	Prepare and submit the final feasibility assessment report that integrates all	Final Feasibility Assessment Report	AE, PM, SSA, SSC, CE													

Legend

Digitech Labs / Proarch Delivery Team

AE	Account Executive
CE	Client Relationship Executive
PM	Project Manager (both parties)
SSA	Strategic Solutions Architect / Senior Consultant
SSC	Strategic Solutions Consultant

OSOS / WATech teams

PS	Project Sponsor
Tech	Technology Team
Policy	Policy Team
RM	Risk Management Team
SM	Supplier Management Team

Proposed Project Schedule

Phase 1: Feasibility assessment Discovery (6 weeks)

Task 1.1: Conduct a gap analysis of the current and desired state of the client's operations and services (4 weeks)

Deliverable 1.1: Gap analysis report

Task 1.2: Conduct requirements analysis with mapping to potential solutions and best practices in the industry (2 weeks)

Deliverable 1.2: Requirements analysis report

Phase 2: Cost-benefit analysis and risk analysis (4 weeks)

Task 2.1: Estimate the costs and benefits of implementing different solutions based on the requirements analysis and the client's requirements and constraints (2 weeks)

Deliverable 2.1: Cost-benefit analysis report

Task 2.2: Identify and assess the risks associated with each solution and propose mitigation strategies (2 weeks)

Deliverable 2.2: Risk analysis report

Phase 3: Recommendations and final report (3 weeks)

Task 3.1: Develop and prioritize recommendations for the client based on the findings and results of the previous phases (1 week)

Deliverable 3.1: Recommendations report

Task 3.2: Prepare and submit the final feasibility assessment report that integrates all the deliverables and provides a clear and concise summary of the project (2 week)

Deliverable 3.2: Final feasibility assessment report

Table summary of the project schedule:

Phase	Task	Duration	Deliverable
Discovery Phase: Feasibility assessment Discovery	Conduct a gap analysis of the current and desired state of the client's operations and services	4 weeks	Deliverable 1.1: Gap analysis report
	Conduct requirements analysis of potential solutions and best practices in the industry	2 weeks	Deliverable 1.2: Requirements analysis report
Assess Phase: Cost-benefit analysis and risk analysis	Estimate the costs and benefits of implementing different solutions based on the requirements analysis and the client's requirements and constraints	2 weeks	Deliverable 2.1: cost-benefit analysis report
	Identify and assess the risks associated with each solution and propose mitigation strategies	2 weeks	Deliverable 2.2: Risk analysis report
Documentation Phase: Recommendations and documentation	Develop and prioritize recommendations for the client based on the findings and results of the previous phases.	1 weeks	Deliverable 3.1: Recommendations report
Delivery Phase: Delivery of final report	Prepare and submit the final feasibility assessment report, which integrates all the deliverables and provides a clear and concise summary of the project.	2 weeks	Deliverable 3.2: Final feasibility assessment report

Monitoring, Measurement & Reporting

Digitech Labs team will monitor, measure, and report these outcomes using the following methods:

- **Regular Meetings and Communications:** Establish a schedule for regular meetings and communications with the OSOS project team and key stakeholders. These sessions will provide updates on the feasibility study's progress, findings, and deliverables, ensuring alignment with project goals.
- **Quality Assurance Reviews and Feedback Sessions:** Implement periodic quality assurance reviews and feedback sessions with the OSOS project team. These sessions will ensure that the feasibility study adheres to the agreed standards and specifications, providing a basis for continuous improvement.
- **Surveys and Interviews with OSOS Users:** Conduct surveys and interviews with OSOS users to gather feedback and insights on the current and future state of the Active Directory and Azure environments. This will help assess the impact and usability from the users' perspective.
- **Comprehensive Final Report and Presentation:** Prepare a final report and presentation summarizing the results and recommendations of the feasibility study. This will highlight the impacts, outcomes, and any conflicts or risks identified, providing a clear roadmap and actionable insights for OSOS.
- **Stakeholder Engagement Documentation:** Document and analyze stakeholder engagement efforts and feedback throughout the project. This will include interactions with OSOS IT architects, division leadership, executive leadership, WATech policy leaders, and technical resources to ensure thorough understanding and alignment on the feasibility study's methodology and outcomes.

Project Risks & Customer Support required

1. Lack of Data Availability or Quality:

1. **Risk Description:** The feasibility study relies heavily on accurate and comprehensive data from OSOS and other sources to evaluate the migration's current state and potential impacts. Insufficient or low-quality data can lead to inaccurate assessments and flawed recommendations.
2. **Mitigation Strategies:**
 - Establish precise data requirements and validation criteria at the project's inception.
 - Implement data quality checks and validation processes to ensure accuracy and completeness.
 - Develop contingency plans for scenarios where critical data is unavailable, including data approximation methods or alternative data sources.

2. Changes in Scope, Requirements, or Expectations:

3. **Risk Description:** Shifts in project scope, requirements, or expectations from OSOS or stakeholders can result in project delays, conflicts, or the need for rework. Such changes can impact the feasibility analysis, timelines, and project deliverables.
4. **Mitigation Strategies:**
 - Define and clearly document project scope, requirements, and expectations in the initial phase.
 - Establish a formal change management process to assess, approve, and communicate any changes to scope or requirements.
 - Regularly review project goals and stakeholder expectations to identify and address evolving needs.

3. Technical Challenges or Limitations:

5. **Risk Description:** The project may face technical challenges or limitations related to compatibility, integration, or performance within the WATech shared tenant environment. These challenges could hinder the Contractor's ability to meet OSOS's standards or deliver the required services.
6. **Mitigation Strategies:**
 - Conduct a thorough technical assessment early in the project to identify potential challenges and limitations.
 - Develop and test proof-of-concept solutions for critical technical components to ensure feasibility.
 - Maintain a flexible approach to accommodate unforeseen technical issues, including backup plans and alternative solutions.

4. Communication or Coordination Issues:

7. **Risk Description:** Ineffective communication or coordination with OSOS, WATech, or other parties can disrupt project progress, compromise quality, or misalign project outcomes. This can occur due to unclear roles, conflicting priorities, or inadequate communication channels.
8. **Mitigation Strategies:**
 - 24-hour response commitment to all approvals, communication requiring a response and meeting confirmation requirements and response requirements. .
 - Assign dedicated liaisons for each major stakeholder group to facilitate effective coordination and issue resolution.
 - Schedule regular status updates, progress meetings, and stakeholder reviews to ensure alignment and address any coordination challenges promptly.

5. Stakeholder Resistance:

- **Risk Description:** Stakeholders may resist changes due to concerns about disruption, unfamiliarity with new systems, or perceived impacts on their workflows, which can affect project acceptance and success.
- **Mitigation Strategies:**
 - Engage stakeholders early in the project to understand their concerns and expectations.
 - Provide training, support, and clear communication about the benefits and impacts of migration.
 - Involve key stakeholders in decision-making processes to increase buy-in and acceptance.

6. Resource Constraints:

- **Risk Description:** Limited availability of critical resources, such as personnel with required technical expertise or access to necessary tools and infrastructure, could delay or affect the project's quality.
- **Mitigation Strategies:**
 - Identify and allocate necessary resources during the planning phase and ensure their availability throughout the project.
 - Develop resource management plans to address potential constraints, including contingency plans for reallocation or augmentation.
 - Establish partnerships or subcontracting arrangements to fill resource gaps if needed.



Exhibit B - Project Cost

OSOS Migration to WATech Tenant – Feasibility Study

Submitted by



LaSai Technologies, LLC (DBA [Digitech Labs](#))

www.digitechlabs.com



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Note: The logo and name State of Washington, Office of the Secretary of State (OSOS) are used in this document only to reflect Digitech Labs' proposal. We acknowledge that the logo is the IP and property of WA State/respective WA State agencies.



Project Cost

Overview of Feasibility Assessment Project Costs

Following through our proposal and subsequent discussions, we are presenting our revised cost proposal to conduct a feasibility study for migrating all OSOS Active Directory Domain Services (ADDS) domains and forests, Entra ID/365 Services, and Azure environments to Washington Technology Solutions’ (WaTech) Enterprise Active Directory (EAD) and Entra ID/Azure Washington State Executive (WSE) tenants.

We estimate the project to take 13 calendar weeks from the project start date post contract execution.

The project team will consist of one Project Manager, one Project Coordinator and two Cloud and Infrastructure Senior Consultants, who will perform the remote project tasks. The project tasks include:

- Kick-off meeting and project planning - Remote
- Current state assessment and gap analysis - Remote
- Cloud migration readiness assessment and best practices review - Remote
- Cloud migration strategy and modernization development - Remote
- Cost-benefit analysis and business case preparation - Remote
- Final report and presentation delivery – Remote

The total cost of the project is estimated at US\$ 147,510 (US Dollars One hundred forty-seven thousand five hundred and ten) which includes project resource costs as presented in the table below. The costing considers the additional asks provided by the OSOS Project PM in his mail dated July 10, 2024. Any further changes to the scope will require a change order and will be subject to additional costs.

Estimated Feasibility Study Cost

Phases	Description	Estimated Cost
Project Management	Includes internal and client-facing communication and weekly status updates for 13 weeks of the project for all phases – One Project Management & One Project Coordinator resource(s)	\$28,800.32
Discovery Phase	Detailed Discovery, onsite workshops, data collection and verification – Two Senior Consultant Resources.	\$52,128.58
Assess Phase	Gap Analysis, Research and Solution design – Two Senior Consultant Resources.	\$25,789.38
Documentation Phase	Feasibility assessment writing including review with OSOS stakeholders– Two Senior Consultant Resources.	\$25,789.38
Delivery Phase	Feasibility assessment writing including review with OSOS stakeholders– Two Senior Consultant Resources.	\$15,002.34
TOTAL		\$147,510.00

Costs Not Included

Software Tools for Discovery

If any software tool(s) are deemed necessary or desirable for discovery or for the creation of discovery scrips, we will discuss this with the OSOS PM and will obtain approval from the OSOS PM prior to acquiring any such tool(s). If OSOS PM approves our procurement of any such tool(s), OSOS agrees that it will be responsible and reimburse us for the cost of such approved tool(s). Potential requirement of software tools to assist in the discovery phase/script are estimated at \$20,000.

Estimated Travel Expenses

Travel expenses are not included in the project cost(s) and are to be addressed on actual basis according to OSOS policies. All travel and travel-related expenses will require prior approval from OSOS PM before incurring. Our estimated expenses should a need for our project resources to travel to onsite arise are below. The project phases shown are based on our experience with remote project delivery and is flexible to support project needs.

Expenses	Description	Estimated Cost
Onsite travel for Discovery Phase	Time and Expenses for two resources to travel onsite for the Discovery Phase	~\$7,500.00
Onsite Travel for Delivery Phase	Time and Expenses for two resources to travel onsite for the Delivery Phase	~\$7,500.00
TOTAL		~\$15,000.00



Milestone based Invoicing & Payment Plan

We propose a project milestone-based invoicing and payment plan as follows:

Milestone	%age	Amount
Contract Signing	15%	\$ 22,126.50
Completion of 4 weeks of Assessment	30%	\$ 44,253.00
Completion of 4 weeks of Risk & Cost Analysis	20%	\$ 29,502.00
Completion of Initial Report	20%	\$ 29,502.00
Final Report Delivery	15%	\$ 22,126.50
Total	100%	\$ 147,510.00



EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.
 - e. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional liability (errors & omissions) insurance appropriate to the Contractor's profession, with limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. EWSHS reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.



3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and the Office of the Secretary of State (OSOS) (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to OSOS, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to OSOS that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to OSOS an updated or renewed certificate of insurance, satisfactory to OSOS, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to OSOS by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as OSOS may specify in writing:

US MAIL:

Contract Insurance Certificate
 Contract No. S-8361
 Attn: Contracts
 Office of the Secretary of State
 Operations Division
 PO Box 40224
 Olympia, WA 98504-0224

EMAIL: CONTRACTS@SOS.WA.GOV

Subject Line:
 Contract Insurance Certificate
 (Contract No. S-8361)

5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and OSOS for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to OSOS. Failure to provide such



notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.