STATE OF TEXAS §
§
COUNTY OF FORT BEND §

SECOND AMENDMENT TO CARAHSOFT TECHNOLOGY CORPORATION'S AGREEMENT
(DIR CONTRACT NO. DIR-TSO-4288 and DIR-CPO-5175)

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Carahsoft Technology Corporation, ("Carahsoft"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to Carahsoft Technology Corporation's Agreement for the purchase of specified software subscriptions and associated services, utilizing DIR Contract No. DIR-TSO-4288 and DIR-CPO-5175, on or about December 20, 2022, and as amended on or about January 23, 2024 (the "Amendment"), collectively referred to as the "Agreement" and incorporated fully by reference for all purposes; and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional product and/or services by Carahsoft, to increase the total Maximum Compensation for the products and/or services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, County and Carahsoft desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services**. Carahsoft shall provide additional product and/or services concerning the Strategic Portfolio Management Professional line items, as described in Carahsoft's Quotes (Quote Nos. 50976191 and 50775359), which are collectively attached as Exhibit "A-2" , and Carahsoft's Statement of Work, which is attached as Exhibit B, and incorporated fully by reference; and in accordance with the requirements and specifications of DIR Contract No. DIR-TSO-4288 and DIR-CPO-5175.
2. **Term.** This Second Amendment is effective as of March 3, 2025, and shall expire no later than December 26, 2028, unless terminated sooner pursuant to the Agreement. Neither the Agreement nor this Second Amendment shall automatically renew. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Second Amendment, the sufficiency of which is acknowledged by the parties.

3. **Limit of Appropriation**. Carahsoft's fees shall be calculated at the rates set forth in the attached Exhibit A-2. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit B-2 is $255,788.68.

02/28/2025 Original (e) sent to Olivia Zanzen, Purchasing

The Limit of Appropriation payable to Carahsoft for product and/or services rendered under the Agreement is hereby increased to a total amount not to exceed $2,112,132.08, authorized as follows:

$ 305,413.00 under the Agreement;
$1,550,930.40 under the Amendment to the Agreement; and
$ 255,788.68 under this Second Amendment to the Agreement.

In no case shall the amount paid by County for all product and/or services under the Agreement and this Second Amendment exceed the above Limit of Appropriation without an agreement executed by the parties.

4. **Modifications**. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

5. **Conflict**. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

6. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Second Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Second Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KPGeorge

KP George, County Judge

February 25, 2025

Date

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

ATTEST:

Laura Richard

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie

Fort Bend County
Information Technology Department

CARAHSOFT TECHNOLOGY CORPORATION

Natalie LeMay

Authorized Agent – Signature

Natalie LeMay

Authorized Agent- Printed Name

State and Local Contracts Manager

Title

02/14/2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $ 255,788.68 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert E Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A-2: Carahsoft's Quotes (Nos. 50976191 and 50775359)
Exhibit B-2: Carahsoft's Statement of Work

I:\AGREEMENTS\2025 Agreements\IT\Carahsoft Technology Cor (25-IT-100396)\Final Version\Second Amendment to Carahsoft Technology Corporation's Agreement (lsl rev 2.12.25).docx aw

EXHIBIT A-2

(Qoute Nos. 50976191 AND 50775359)

CONFIDENTIAL INFORMATION HAS BEEN REMOVED (pages 5 - 13)

PLEASE CALL

281-341-8640 WITH ANY QUESTIONS.

EXHIBIT B-2
Statement of Work

CARAHSOFT 'S RESPONSE TO THE

Fort Bend County

ServiceNow Statement of Work

Carahsoft SOW #SN101724
Carahsoft Quote #50775359

ServiceNow Strategic Portfolio Management Implementation

Thursday, October 24, 2024

CARAHSOFT TECHNOLOGY CORPORATION

11493 Sunset Hills Rd., Suite 100

RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM

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INTRODUCTION

This Statement of Work (hereinafter referred to as "SOW") effective as of October 15, 2024 ("Effective Date"), by and between Fort Bend County (hereinafter "Client") and Carahsoft Technology Corporation (hereinafter "Carahsoft"), Carahsoft will engage InSource, Inc. (hereinafter "InSource") to perform services, each individually a "Party" and collectively the "Parties", is a binding agreement for Services entered into pursuant to and governed by the terms and conditions of the TX DIR-CPO-5175 Contract shall govern.

In the event of a conflict or inconsistency between the terms and conditions of the TX DIR-CPO-5175 and this SOW, the terms and conditions of the TX DIR-CPO-5175 shall govern.

OVERVIEW

Fort Bend County is expanding its' use of the ServiceNow platform to include Strategic Portfolio Management (SPM) and requires assistance from an Elite partner, to realize the benefits from the SPM application suite.

Business Drivers

- Lacking reports, dashboards, and KPI metrics
- Disparate toolset makes it difficult to amalgamate data for executives to make informed business decisions
- Possible negative business impact due to service degradation and outages
- Siloed tools require swivel chair and lends itself to human error regarding data entry

Desired Project Outcomes

- Provide leadership actionable reporting to make informed business decisions
- Improve business success by driving always on digitized services while maximizing IT impact and compliance
- Optimize IT investments to reduce waste and eliminate inconsistent policies
- Leverage ServiceNow Strategic Portfolio Management as a single pane of glass view for PMO services across Fort Bend County

This SOW includes deliverables for the following:

- Demand Management
- Project Management
- Portfolio & Program Management
- Resource Assignment

SERVICES & DELIVERABLES

Configuration of ServiceNow

During this implementation, InSource will be responsible for the setup and configuration of the defined ServiceNow applications, modules, and features to achieve the Business Requirements. InSource will leverage out-of-box (OOB) standard configurations as much as possible. However, if customizations are needed, InSource will discuss the extent of these customizations based on the defined requirements, make recommendations, and take action on Client decisions.

Demand Management

Description

- The Demand Management application consists of tools for capturing, centralizing, and assessing strategic and operational demands. It also provides a single location for managing all the demand information

Implement

- Conduct one (1) workshop to review ServiceNow Demand Management OOB processes and introduce configuration areas or OOB opportunities
- Conduct one (1) workshop to gather and document functional and technical specifications for Demand Management
- Review Demand Management requirements/configuration parameters and obtain Client System approval signoff prior to ServiceNow configuration/development
- Configure the Demand form (fields and drop-down menus) with up to five (5) custom fields
- Review/leverage the Demand workflow (Draft, Submitted, Screening, Qualified, Deferred, Approved, Completed) to support the Demand process including:
- Up to ten (10) Approvals
- Up to fifteen (15) Tasks
- Up to five (5) Notifications
- Configure the creation of Project or Change records from an approved Demand
- Configure up to one (1) Demand Assessments to support screening and evaluation
- Populate the Stakeholder Registry via one (1) spreadsheet import; client will be provided a template and will be responsible for data normalization and reconciliation within that template (prior to the data load)
- Review/leverage the Demand Workbench to allow Demand Managers to create, view, evaluate, and update Demands
- Configure up to five (5) automated email notifications for Demand Management
- Review/leverage OOTB Demand Management Dashboard(s)
- Review/leverage OOTB Demand Management reports
- Configure up to three (3) new Demand Management reports

Assumptions

- No data imports of historical information will be included in scope for Demand Management

Project Management

Description

- The ServiceNow Project Management application is a suite of tools that aid in managing projects, tasks, and resources. You can create and manage small projects with a few tasks to large portfolios that contain complex tasks with various relationships and dependencies

Implement

- Conduct one (1) workshop to review ServiceNow Project Management OOB processes and introduce configuration areas.
- Review ServiceNow application functionality
- Gain an understanding of the Project Management process supported out of the box by ServiceNow
- Introduce configuration areas within ServiceNow (SN)
- Gather functional and technical specifications for configuration
- Review application configuration parameters and obtain signoff of specifications prior to development
- Import of up to 10 files of existing projects via xml, or csv
- Modification of Project workflow to support the PM process including approvals, tasks, notifications, assignment rules
- Creation of up to five (5) approvals
- Creation of up to five (5) notifications
- Modification of the project-related forms (i.e., fields, drop downs, related lists) – Up to ten (10) modifications of OOB fields.
- Creation of up to five (5) Project templates for phase level reporting (parent-level
- Adoption of OOB (out-of-box) Dashboards
- Creation of up to three (3) new reports
- Leverage the Project Workbench that enables project managers to view project information such as summary, details, planning, and status tracking

Assumptions

- Client System's is looking to consolidate its current tools and process workflows into a standard approach
- Client System's does not require the use of Project TeamSpace capability of ServiceNow

Portfolio & Program Management

Description

- With Portfolio & Program Management applications, you can create portfolios which are collections of related programs, projects, and demands. You can then perform financial planning and monitor the status and progress of these portfolios

Implement

- Conduct two (2) workshops to review ServiceNow Program and portfolio OOB processes, application functionality and introduce configuration areas.
- Conduct two (2) workshops to gather and document functional and technical specifications for Portfolio and program management
- Review Development requirements/configuration parameters and obtain Client approval signoff prior to ServiceNow configuration/development
- Configure up to 10 fields on the standard default view
- Configure up to 5 notifications
- Configure up to 2 new dashboards (with up to 3 reports per dashboard)
- Modify up to 3 OOB widgets on existing dashboards

Assumptions

- No data imports are part of the portfolio or program scope

Resource Assignment

Description
- The ServiceNow Resource Assignment application enables resource requesters, such as project managers or change managers, to create Resource Assignment s, request resources, and analyze resource availability and utilization

Implement
- Conduct two (2) workshops to review ServiceNow Resource Management OOB processes and introduce configuration areas
- Review ServiceNow application functionality
- Gain an understanding of the Resource Management process supported out of the box by ServiceNow
- Introduce configuration areas within ServiceNow (SN)
- Gather functional and technical specifications for configuration
- Allow for the creation of a Resource Assignment from a Demand or Project record
- Configure one (1) Resource Assignment form to ensure appropriate information is being collected and accessible, including up to five (5) new fields to capture business-specific information
- Create up to five (5) Resource Groups with corresponding skills/roles and rates (to support tracking of resource costs)
- Configuration of automated email notifications for requested, rejected, or cancelled, Resource allocations
    - Up to five (5) notifications to be set up via email/ slack.
- Configure OOB (out-of-box) Operational Resource Assignment s (e.g., Keep-the-lights-on) and creation of up to three (3) new Operational Resource Assignment s
- Create up to three (3) Service Level Agreements (SLAs) for Resource Management
- Creation of up to three (3) custom Resource reports; includes reports comparing past utilizations and future allocations

Assumptions
- No data imports are part of the Resource Assignment scope
- Client has defined resource skills, groups, and or roles to support implementation

Training

User Training

The primary consumers of User Training are those who will be opening, working (fulfilling), and completing tasks within ServiceNow. User Training can be delivered to a corporate trainer in a Train-the-Trainer format, or directly with fulfiller groups.

InSource will provide user process training to Client on the following applications:

- Demand Management
- Project Management
- Portfolio Management
- Program Management
- Resource Assignment

The training deliverables (per application listed) are:

- One (1) Training session per application; each session's duration is approximately 1.5 – 2 hours.
- Sessions include a live demonstration of the process within the client's instance; sessions may be recorded by the client for future use.
- Presentation slide deck(s) for the processes noted, plus any content needed to describe supporting applications (i.e., Service Portal).

Knowledge Transfer

The primary consumers of Knowledge Transfer (KT) are members of the Client internal ServiceNow support team (system administrators and/or developers). InSource will transfer knowledge of key configurations made and areas that may require ongoing support or maintenance.

InSource will provide KT to Client on the following applications:

- Demand Management
- Project Management
- Portfolio Management
- Program Management
- Resource Assignment

The KT deliverables (per application listed) are:

- One (1) KT session per application; each KT session duration is approximately 1 hour.
- Sessions include a live demonstration of configuration areas for ongoing support and maintenance within the client's instance; sessions may be recorded by the client for future use.

Other Training Options

If the client requests changes to the defined training deliverables, they will be handled as a gap in scope. Examples of scope changes are the additional audiences, additional sessions, or other materials such as videos, hands-on labs, user documentation, reference guides.

PROJECT TIMELINE

Milestone	Target Weeks
Initiation • Welcome Call • Project Kick Off Meeting •	Week 1
Planning • Process Workshop • Business Requirements Workshop • Configuration Review & Gap Analysis	Weeks 2 - 4
Execution, Monitoring & Control • InSource Configuration & Unit Testing • Prototype Review Session • Client UAT (2 weeks) • Training & Knowledge Transfer	Weeks 3 - 10
Go Live • Deployment Readiness Review • Go-Live	Week 11 - 12
Post Go Live Support / Closure • Deployment & Go-Live Support (2 weeks) • Project Closure	Weeks 13 - 14

* Note: Typical project kick off occurs 4 – 6 weeks following SOW signature to allow for staffing and initial planning.

INSOURCE APPROACH

Initiation

Statement of Work

This SOW is a collaboration between InSource and Client to ensure that it appropriately details the actions and description of the specific services and deliverables, expectations, and tasks that the parties will be required to perform.

Project Charter

Upon completion of the SOW, InSource's Project Management Office (PMO) will develop a Project Charter that will define the purpose of the project, key participants and roles, governance roles and cadence for oversight and review.

Project Plan & Schedule

The following are the initial set of project milestones related to this implementation project. The milestones will be reviewed during the project as part of the governance and oversight. Adjustments to the milestones may occur based on reviews with the project team and identification of any gaps in scope.

Welcome Call

InSource will facilitate an introductory Welcome Call between leadership and project managers from both Parties to review the project plan and schedule. To ensure alignment and understanding of the purpose and scope of this project, the identified participants from both Parties should attend. Please see the section "Implementation Roles & Responsibilities" for details.

Project Kick Off

InSource will facilitate a Project Kick Off meeting to launch the project and review the project plan and schedule. To ensure alignment and understanding of the purpose and scope of this project, the identified participants from both Parties should attend. Please see the section "Implementation Roles & Responsibilities" for details. InSource may ask Client to complete a series of Assessments to better prepare both Parties for the Business Requirements Workshops.

Planning

Business Requirements

InSource will structure Business Requirements Workshops based on the scope as defined in the Services & Deliverables section of this SOW. The purpose of the workshops will be to:

- Review and demonstrate ServiceNow application functionality to facilitate the gathering of requirements
- Gain an understanding of the business process
- Recommend best practices based on past proven best practices
- Review of client provided current state or process documentation
- Gather and document functional and technical Business Requirements
- Document client's acceptance criteria for the requirements
- Document gaps between Business Requirements and SOW

Configuration Review & Gap Analysis

InSource will conduct a Configuration Review session after the Business Requirements Workshops are complete. The purpose of the session will be to:

- Review Business Requirements
- Document and provide a Gaps Analysis
- Determine if a Project Change Request (PCR) to add/remove scope is required
- Track decisions and make adjustments to project
- Obtain client affirmation and sign-off of all configuration areas
- Create Visual Task Board (VTB) cards for development and testing

The Gap Analysis will affirm that the Business Requirements gathered during the workshops are In-Scope or Out-of-Scope.

"In-Scope" as defined by the Deliverables & Services:

- Business Requirements that are fully aligned with the **Services & Deliverables** and the capabilities of the application. ServiceNow will be configured to meet the Business Requirements.

"Out-of-Scope" as defined by the Deliverables & Services:

- Business Requirements that are not aligned with the **Services & Deliverables** and the capabilities of the application. Gaps in scope and their impacts will be presented to the client.

The Gap Analysis will include:

- Impact on meeting the Services & Deliverables and the expected business result.
- Capability of the ServiceNow application(s) and the implication on the user experience.
- Cost and schedule implications to add/remove the gap item(s) to/from the scope of this SOW.
- Cost and schedule implications to defer the gap item(s) to a subsequent phase and separate SOW.

Client will decide the course of action which may include but is not limited to:

- Add/remove the gap item(s) to/from the scope of the defined Services & Deliverables via a Project Change Request (PCR) to declare it In-Scope.
- Defer the gap item(s) to a subsequent project, revision, or future enhancement and declare it Out-of-Scope.
- Determine that the gap item is not needed, and no action required.

InSource requires Client 's validation of the Business Requirements as well as decisions for all gap items. InSource must obtain client sign-off before configuration can begin.

Client Readiness Assessment

Client should assess the readiness of their organization to accept changes that are required to make this project successful. Clients with Organizational Change Management (OCM) teams may already have a readiness assessment as part of their OCM program, however, all clients should prepare for changes to their processes, people, and products (tools). InSource recommends Client to perform activities such as:

- Current vs. Future State Analysis
- Impact Analysis
- Stakeholder Analysis
- Initial rollout audience selection
- Risk Assessment
- Transformation Model (i.e., organizational change, communication, marketing plan, training plan)
- Implement the revised model prior to deployment

Readiness and organizational change are the responsibility of Client. Should Client require OCM services from InSource, the additional scope will be tracked as a gap unless included in the Services & Deliverables section of this SOW.

Deployment Plan

By thoroughly planning for deployment and go-live, InSource aims for the highest levels of success and user satisfaction, all while reducing risks and fostering healthy communication. The InSource Deployment Plan includes:

- The defined and agreed upon deployment plans.
- Key Client communication plan activities and dates that will prepare their organization for change.
- Client processes for application development and release that requires adherence.
- Any Client user access & security policies that require adherence.
- Verification InSource unit testing and Client user testing has completed.

- Define the path to promote configurations to the Production environment.
- Define Production environment testing as well as a back out plan.
- Record and manage deviations, risks, contingencies, and issues related to the deployment; track decisions and actions.
- Adjust the schedule and planned Go-Live date, if necessary.

Execution

Authorization to Proceed

InSource will request Client to authorize the approval to begin each stage of the project. This authorization will be presented as a “Verification and Authorization to Proceed” request. Client ’s response will be provided to InSource within three (3) days of the InSource’s request. The execution of this SOW authorizes the Initiation phase of the project.

Configuration

InSource’s technical team will configure Client’s ServiceNow instance to meet the Business Requirements.

Unit Testing

InSource will unit test all configurations and verify they meet Client’s acceptance criteria as defined in the Business Requirements. InSource will conduct unit testing of the applications and modules individually and together as they support the requirements. Unit Testing does not replace or serve as User Acceptable Testing; please see the section “User Acceptance Testing” for details.

Prototype Review

InSource will conduct a Prototype Review. The purpose of this session will be to:

- Trace business requirements to the prototype model via demonstration within Client ’s instance.
- Document gaps between Prototype and Business Requirements.
- Provide a Gap Analysis.
- Determine if a Project Change Request (PCR) to add/remove scope is required.
- Track decisions and make adjustments to project.
- Obtain client affirmation and sign-off of all configuration areas.
- Update VTB cards tracking development, testing, and remediation.

User Acceptance Testing

User Acceptance Testing (UAT) is critical to the success of this project and InSource urges Client to plan as early as possible. UAT will be conducted by Client for the purpose of **defect identification and remediation.** Client is responsible for:

- Creating test cases for UAT to verify the configurations support Client processes.
- Assigning resources to perform UAT that understand their processes and can confirm test cases against expected ServiceNow application(s) behavior.
- Training Client resources on how to use ServiceNow, navigate test cases, and report defects to InSource.
- Reporting defects to InSource and retesting the remediation of those defects.
- Planning for these activities before the planned UAT date.

InSource’s unit testing does not serve as the client’s UAT; however, InSource will perform unit testing against the acceptance criteria collected during Requirements Workshops. **During UAT, any requests for features or**

functionality that were not originally collected as requirements (non-defects), will be considered an enhancement request and handled as a gap in scope.

InSource is responsible for remediating defects reported by Client. If Client requires a UAT period longer than the standard two (2) weeks, they may request a change to the project plan. If Client requires additional remediation support from InSource, a work effort increase can be discussed as a gap unless included in the Services & Deliverables section of this SOW.

UAT training is not provided by InSource by default; it is expected that members of the Client project team will perform UAT and/or will train other users to participate in UAT.

Training

Prior to the planned training date(s), InSource will review the client's specific needs against the requirements defined in the Services & Deliverables. During this review, the InSource Training team and Client will confirm the scoped training sessions, intended audiences, and types of training most suited for maximum adoption of the platform. InSource encourages working with client corporate trainers and is favorable to a Train-the-Trainer approach. InSource will also track any gaps in training scope.

Deployment Readiness Review

InSource and Client will review Go-Live readiness which includes all elements critical to completing a successful deployment and determine if all milestones and tasks are on target. The Deployment Readiness Review will also include any contingencies and support that may be required to achieve Go-Live.

Deployment & Go-Live

Deployment & Go-Live will be within two (2) weeks of the completion of UAT. InSource will follow the Deployment Plan on the scheduled Go-Live date. A successful deployment will result in the promotion of configurations to Client 's Production environment. InSource will conduct one (1) Go-Live with one (1) period of Post Go-Live support. Requests for multiple Go-Lives (rollouts) with support are not included and will be tracked as a gap unless included in the Services & Deliverables section of this SOW.

Post Go-Live Support

InSource will provide Client a period of two (2) weeks for Post Go-live support. This support will be to remediate any defects that are encountered after go-live. Requests for enhancements during go-live support will be tracked as gaps.

Monitoring & Control

InSource will continue to monitor and control throughout the project duration. As previously described, the Project Manager will address gaps in scope as they arise, track decisions, adjust the project plan or re-baseline if necessary. They will also track any risks, mitigate or avoid when possible, document risks that become issues, and help drive resolution.

Closure

Post Go-Live Support Plan

Prior to project closure, InSource will provide Client the information for on-going support from ServiceNow via HI support.

Project Closure Meeting

While details of the project are still fresh, the project closure meeting will be held within 4 weeks of Go-Live. The meeting's purpose is to review the project's success and challenges, conformance to the requirements, and most importantly, user satisfaction. InSource wishes to facilitate closed-loop feedback and learn from Client how and where improvements can be made. InSource also wants to ensure that skills and knowledge are transferred to operations and the Client ServiceNow support team in order so they may effectively and efficiently deliver, support, and maintain the services.

ROLES & RESPONSIBILITIES

InSource

InSource will provide the following resources to the project:

Role	Area of Responsibility
Delivery Executive	• Delivery Oversight • Senior Level Contact & Escalation Point • Participate in the Welcome Call
Account Executive	• SOW creation, delivery, and contractual execution • Professional Service fees and invoicing • Licensing (if applicable) • Participate in the Welcome Call & Project Kick Off
Solution Consultant	• SOW Support • SOW Services & Deliverables • Work effort relating to fees for Services & Deliverables • Create initial project Milestone timeline for SOW • Participate in the Welcome Call & Project Kick Off • Participate in Configuration Review and Gap Analysis
InSource PMO & Project Manager	• Manage Project Plan compliance • Assign and allocate appropriate InSource resources • Conduct the Welcome Call & Project Kick Off • Send Pre-Workshop Assessments and obtain responses • Facilitate weekly project status calls with client Project Manager • Distribute a weekly project status report • Conduct Configuration Review and Gap Analysis • Deliver Project Change Requests and obtain client signature • Track Risks, Issues, & Decision Points • Manage escalations • Obtain client acceptance and Close Project
Solution Architect(s)	• Participate in the Welcome Call and Project Kick Off • Review Pre-Workshop Assessment responses • Conduct Requirements Workshops, document Business Requirements, acceptance criteria, and gaps in scope • Consult on processes when process design is in scope • Participate in Configuration Review and Gap Analysis • Conduct unit testing of configurations • Demonstrate and Review Prototype • Assist with knowledge transfer • Provide UAT and Go-Live defect remediation support
Technical Consultant(s)	• Participate in the Project Kick Off • Review Pre-Workshop Assessment responses • Participate in Requirements Workshops and assist with documentation of Business Requirements, acceptance criteria, and gaps in scope • Participate in Configuration Review and Gap Analysis • Configure client's SN environment according to the Business Requirements

	• Conduct unit testing of configurations • Assist with knowledge transfer • Provide UAT and Go-Live defect remediation support
Trainer	• Participate in the Project Kick Off • Conduct review of training requirements and document gaps in scope • Conduct User Training sessions • Create and provide training deliverables

Client

Client is responsible for determining which resources are vital to the success of the project and align the suggested roles below with their unique organizational structure. Client will provide the following resources to the project, but may want to consider other stakeholders who should attend (i.e. corporate trainer, OCM lead, ITIL Expert, Service Delivery Manager, VP of IT Service Delivery):

Role	Area of Responsibility
Business Sponsor	• Ultimate Decision Maker • Participate in the Welcome Call & Project Kick Off • Authorize Scope Modifications and Project Change Requests (PCRs) • Lead the Client 's Governance Team • Provide reinforcement for adopting ServiceNow • Establish expectations for the necessary internal organizational changes (OCM)
Project Manager	• Participate in the Welcome Call & Project Kick Off • Participate in weekly project calls • Maintain schedule and scope compliance • Manage and allocate Client resources • Manage Client assigned tasks • Participate in Configuration Review and Gap Analysis • Drive and obtain decisions for gap items • Obtain and deliver to InSource the Client sign-off of Business Requirements in order to proceed with configuration • Coordinate internal plans for organizational change • Coordinate internal plans for UAT • Coordinate internal plans for Go-Live
Subject Matter Experts	• Participate in Project Kick Off • Provide Assessment responses and/or current state business process documentation • Participate in Requirements Workshops, define business processes, functional requirements, and correlating acceptance criteria • Participate in Configuration Review and Gap Analysis • Participate in Prototype Review • Participate in Training and Knowledge Transfer • Participate in UAT and report defects; retest after InSource remediation • Participate in Deployment Readiness Review • Report Go-Live defects; retest after InSource remediation • Support the ServiceNow platform beyond Go-Live

ServiceNow & other System Administrator(s)	• Participate Project Kick Off • Provide Assessment responses and supporting documentation • Participate in Requirements Workshops, effectively communicate business processes and functional requirements, and correlating acceptance criteria • Provide expertise on current configurations of ServiceNow and/or third-party systems that will be integrated with ServiceNow • Participate in Configuration Review and Gap Analysis • Participate in Prototype Review • Participate in Training and Knowledge Transfer • Participate in UAT and report defects; retest after InSource remediation • Participate in Deployment Readiness Review • Report Go-Live defects; retest after InSource remediation • Support the ServiceNow platform beyond Go-Live

Client REQUIREMENTS

To successfully complete this project and for InSource to timely provide the deliverables Client will:

- Provide InSource with the necessary access to data and information before or at the time of project kickoff.
- Provide the necessary and appropriate resources to effectively complete Client assigned tasks throughout the duration of the project.
- Complete any pre-workshop Assessments and provide documentation relevant to the project (i.e., workflows, checklists, policies, branding guidelines); if process design is not included in the scope of this SOW, the client must provide process documentation.
- Provide at least one (1) ServiceNow trained administrator to support the system during and after implementation.
- Provide resources to assist with any third-party external systems as it relates to integrations or data migration/import with ServiceNow; InSource will not provide experts or support for third-party systems; when necessary, these resources will support on-going maintenance as described by InSource during Knowledge Transfer.
- Participate in the necessary reviews and check points to ensure alignment with the Business Requirements and provide timely feedback (sign-off or PCR) relating to the deliverables.
- Coordinate internal organizational change to prepare impacted user audiences for the ServiceNow implementation Go-Live.
- Assign and execute UAT, report defects to InSource for remediation, and retest after remediation; Client is responsible for the creation of test cases as well as training resources in preparation for UAT.

GENERAL ASSUMPTIONS

The following assumptions were used in developing the terms and fees related to this SOW:

- Client will obtain the necessary licenses required for the implementation.
- Configurations are limited to those defined in the Services & Deliverables section of this SOW; any deviations will be handled as a gap in scope.
- There will be no co-development during this project; development by other partners and/or Client admins/developers is not accepted by default and may be handled as a gap in scope.

- The Client instance is on the current or N-1 software release; any previous upgrades have had exceptions remediated; exception handling is not in scope.
- If during the course of this project InSource discovers any configurations or customizations not OOB that impact the deliverables in this SOW, findings and any potential remediation efforts will be handled as a gap in scope.
- ServiceNow Domain Separation is not in use and is out of scope.
- Segregation/separation of data outside of access control standard for roles/groups/user criteria is out of scope; no custom data segregation/separation will be modified or implemented.
- Place of performance shall be a combination of remote and at the client site.
- Client sub-production instances have been cloned from the production instance within 30 days
- Preworkshop Questionnaire is completed by Client prior to the workshops, incomplete questions could lead to extension of the project

FEES & PAYMENT

Time and Materials

Total Costs	Hours	Rate
$92,250.00	450	$ 205.00/Hour

Payment is due within 30 days of invoice receipt.

Carahsoft will invoice bi-weekly (every two weeks), based on actual hours incurred, plus expenses and any applicable sales and use taxes. If Client does not question an invoice in writing within thirty (30) days of receipt, it will be considered accurate and acceptable.

This time and materials estimate is not a fixed-fee amount. The actual amount of work effort to complete the project or for a specific deliverable or role may be greater than or less than the estimated hours shown.

Any major changes that would affect the intended scope of this project may result in a Project Change Request (PCR).

Any delays in schedule caused by factors outside the control of the project may result in a PCR if the delay causes a major time extension of project resources.

In the event that delays on the part of Client results in a burden on InSource (i.e., personnel scheduling or travel costs), InSource will notify the client; InSource may elect to invoice at the hourly rate defined for those services and expenses.

Expenses

This project will be 100% remote, and no travel and expenses are necessary.

GENERAL PROVISIONS

Liability

In no event shall InSource be liable for incidental, special or consequential damages connected with the performance of or breach of this agreement. InSource's liability to Client for any cause shall in no event exceed the amount actually paid for the portion of the professional services involved.

Warranties

The express representations and warranties given in this agreement are the only representations or warranties given by InSource with respect to the services and are given in lieu of all other representations and warranties, express or implied, including those of non-infringement, title, merchantability, course of dealing, usage of trade, and fitness for a particular purpose. Client's exclusive remedies and InSource's sole liability for any nonconformity or defect in any service shall be those expressed in this agreement.

Personnel Non-Compete

Neither Client nor InSource may separately retain members of each other's staff during the engagement, nor for a period of one (1) year from the date InSource ceases to provide services without prior written permission from either party.

Validity of SOW

This proposal is valid for a period of thirty (30) days from the SOW delivery date, unless extended by Carahsoft in writing. After thirty (30) days, Carahsoft reserves the right to adjust the fees and time elements of its proposal.

Conflict Resolution

The State of Texas will serve as the state for resolution of conflicts.

AUTHORIZATION AND ACCEPTANCE

Fort Bend County	Carahsoft Technology Corp.
KPGeorge	Natalie LeMay
Signature	Signature
KP George	Natalie LeMay
Name	Name
County Judge	State and Local Contracts Manager
Title	Title
February 28, 2025	Friday, February 14, 2025
Date	Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1262734

Date Filed:
01/30/2025

Date Acknowledged:
02/25/2025

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Carahsoft Technology Corp.
Reston, VA United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County TX

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Carahsoft Technology Corp.
Tax Office Renewal Requisition 244963 25-IT-100396

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is ____, and my date of birth is ______________________.

My address is _______________________________________, ____________________, _______, ____________, _________.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ________________________________County, State of _______________, on the _____day of ___________, 20_____.
(month) (year)

____
Signature of authorized agent of contracting business entity
(Declarant)