## County of Orange Contract #MA-060-23010500 with
## CASK NX LLC pursuant to DIR Contract No. DIR-CPO-4706 for ServiceNow Support Services, HR Integration and Cask Managed Services Support and Maintenance

This Contract MA-060-23010500 is made and entered into upon execution of all necessary signatures between Cask NX LLC having its principal place of business at 8910 University Center Ln Suite 400, San Diego CA 92122 (referred as "Contractor"), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower Street, Ste. 108, Santa Ana, CA 92703 (referred to as "County") which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

### ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A - Scope of Work/Pricing
Attachment B – Compensation and Pricing Provisions
Attachment C - Texas Contract No. DIR-CPO-4706
Attachment D – Campaign Contribution Disclosure Form

### RECITALS

**WHEREAS**, the State of Texas Department, acting by and through the Department of Information Resources (hereinafter "DIR"), has issued a Master Price Agreement as Contract No. DIR-CPO-4706 and Cask NX LLC (hereinafter "Successful Respondent"), through its program now in effect from November 15, 2022 through and including November 15, 2024; and

**WHEREAS**, COUNTY and CONTRACTOR desire to enter into a Contract for CONTRACTOR to perform services under the Texas DIR-CPO-4706; and

**WHEREAS**, Contractor is willing to provide the services specified in this Contract to the County of Orange, Sheriff-Coroner Department;

**NOW,** THEREFORE, the parties mutually agree:

### DEFINITIONS

"State of Texas" and "State" as used in Attachment C shall mean County of Orange, its employees and authorized representatives for purposes of this Contract.

1. **Scope of Contract:** The terms and conditions of this Contract, including those in its Attachments, specifies the terms and conditions by which Sheriff-Coroner Department will procure services in connection with the Texas DIR-CPO-4706 from the Contractor, hereinafter referred to as "Services" as more fully detailed in **Attachment A, Scope of Work.**

2.    **Precedence:** In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments.

3.    **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue through and including April 30, 2026, unless otherwise terminated by County. The term of this Contract exceeds the term of the Texas DIR-CPO-4706, as permitted by Texas DIR-CPO-4706, Appendix A, Section 4.5 Survival. Contractor agrees to perform services specified herein beyond the termination of the Texas DIR-CPO-4706 to April 30, 2026. Contract may be renewed upon mutual agreement of both Parties and upon successful renewal of the Texas DIR-CPO-4706. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give a reasonif it elects not to renew.

4.    **Taxes:**   Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.  Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable.  If no permit numbers are shown, sales tax will be deducted from payment.  The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

5.    **Compensation & Payment:** Contractor agrees to provide services in connection with the Texas DIR-CPO-4706 as set forth in Attachment A, Scope of Work, at the rates specified in Attachment B, Compensation and Pricing Provision. The maximum amount of compensation under this Contract shall not exceed the amount of ~~$1,501,486~~$2,378,530 for the contract term.

6.    **Contingency of Funds**: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

7.    **Termination:**  In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified.  Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

8.    **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree.  The stop work order shall be specifically identified as such and shall indicate it is issued under this clause.  Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps

to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:

1. Cancel the stop work order; or

2. Terminate work covered by the stop work order as provided for in the "Default" or "Termination" clause of this Contract.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:

1. The stop work order results in an increase in the time required or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

2. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination" the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

9. **Invoicing:** Vendor shall reference Contract Number MA-060-23010500 on all invoices. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.

Invoices shall be submitted to the following location:

County of Orange
Sheriff Coroner/Technology Division
technologyinvoices@ocsheriff.gov

10.   **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

11.   **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

> For <u>Contractor</u>: Cask NX LLC
> 8910 University Center Ln, Suite 400
> San Diego CA 92122
> Attn: Lauren Ries
> Ph:  619-379-2041

> For <u>County</u>:     County of Orange
> Sheriff-Coroner Department/Purchasing Services Bureau
> 320 N. Flower Street, 2$^{nd}$ Floor
> Santa Ana, CA 92703
> Attn: Maria Ayala,
> Supervising PCS
> Ph:  714-834-6360

12.   **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract.  In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional

Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract.  It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defendthe County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the Countywas the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

| Coverage | Minimum Limits |
|---|---|
| Employers Liability Insurance | $1,000,000 per occurrence |

| Technology Errors & Omissions | $1,000,000 per claims-made |
| | $1,000,000 aggregate |

| Network Security & Privacy | $1,000,000 per claims-made |
| Liability | |

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions Liability and Network Security & Privacy Liability is/ are "Claims-Made" policy(ies), Contractor shallagree to maintain coverage for two (2) years following the completion of the Contract.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate

to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt ofsuch notice, this

Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

13. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors. Contractor represents and warrants to the County that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all material respects with the specifications and will be performed to the County's satisfaction in each case for a period of thirty (30) days from the date of Acceptance ("Warranty Period"); unless actions of the County, or other party, cause any warranty issue, Contractor will promptly correct and redeliver the affected Service at no additional charge to the County, within a reasonable period of time; any service with respect to Contractor deliverables provided by Contractor after the Warranty Period shall be provided in accordance with the terms of this Agreement executed by the parties; Contractor warranty excludes remedy for damage caused by abuse by the County or modifications not made by Contractor or improper use to the extent that such maintenance is not the responsibility of Contractor hereunder; and (c) the Services and Deliverables, and the County's use thereof, do not and will not infringe any Intellectual Property Right of any third party arising under the laws of any jurisdiction.

14. **Indemnification:** Except as provided in Sections 15 and 17 below, Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

15. **Limitation Of Liability**: Except as provided in Section 17 below, Contractor's maximum liability to the County arising for any reason relating to Contractor's performance of services under a work order shall be limited to the amount of fees paid to Contractor for the performance of such services under the applicable statement of work in the twelve (12) months immediately preceding such claim. Except for obligations to make payment, indemnification obligations, liability for breach of confidentiality, or liability for infringement of intellectual property rights, in no event will either party be liable to the other party for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

16. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. Contractor shall protect all County and County-related records and information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

17. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor but shall not exceed 120% of fees for the non-conforming section. This is in addition to any other remedies available under this Contract and under law.

18. **Dispute Resolution**: The parties agree to take reasonable steps to amicably resolve any dispute under this Agreement through normal communication and negotiation, to include a meeting between nominated manager(s) and/or executives(s) of each party to attempt to resolve the dispute prior to any legal action. The following procedures are the sole methodologies to be used to resolve any controversy or claim ("dispute"). In the event any dispute arises between the parties with respect to the interpretation of this Agreement or with respect to the performance of either party, the parties shall first seek to resolve such dispute by negotiations between senior executives who have authority to settle the dispute. When a party believes there is a dispute relating to the Agreement, such party shall give written notice of the dispute to the other party or parties subject to the dispute. The senior executives shall meet promptly after the date of such notice and shall attempt in good faith within forty-five (45) days after the date of such notice to resolve the dispute prior to initiating litigation with respect to such matter. Notwithstanding the foregoing, if no such resolution is reached within such forty-five (45) days, then any party may initiate any proceeding or pursue any remedy it deems appropriate.

Signature Page

~~The Parties hereto have executed this Contract# MA-060-23010500 AMENDMENT ONE on the dates shown oppositetheir respective signatures below.~~

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ONE to Contract number MA-060-23010500.

Contractor*:   Cask NX LLC

By: _____     Title: _____

Print Name: _____     Date: _____

Contractor*: Cask NX LLC

By: _____     Title: _____

Print Name: _____     Date: _____

*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, eachtime indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**County Of Orange**

A political subdivision of the State of California

   Sheriff-Coroner Department

By: _____     Title: _____

Print Name: _____     Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____

Deputy

ATTACHMENT A
Scope Services

I.    Scope of work:

Contractor shall provide associated professional services to the Orange County Sheriff's Department (OCSD) to support the phased deployment and maturation of the ServicesNow Human Resources Service Delivery (HRSD) Module. HRSD phase 1 shall fully detail the activities, tasks, deliverables, roles and responsibilities, assumptions and exclusions of contractor's effort as follows:

1.  HR Core, Case & Knowledge: Contractor shall leverage existing and accessible systems of record to populate user profile data attributes, establish groups and permissions to complete core configuration of OCSD ServiceNow HR Service Delivery (HRSD) application.

    Contractor shall establish a foundational HR case management process, with correlated case types and HR workspace(s) for three (3) to five (5) centers of excellence. This will be combined with HR Knowledge Management to establish secure self-service capabilities for both HR internal and HR external/customers.

2.  Onboarding MVP: Contractor shall deploy the HRSD Enterprise Onboarding lifecycle event to build a minimum viable product (MVP) that digitizes the enterprise steps, tasks, and applicable assignees of the personnel applicant onboarding process, with additional effort allocated for sworn personnel specific requirements.

3.  User Experience / User Interface (UX/UI): Contractor shall design and create an intuitive user experience for internal personnel and onboarding applicants leveraging out of box features of Employee Center Pro.

II.   Approach and Scope: Scope Summary

The following provides a list of the application / process, data migrations, integrations, or other components that are in-scope of this project. Due to the vast nature of the platform, any application process / sub-process components, data sources, integrations, or any components that are not specifically listed are considered out-of- scope.

| HRSD: Phase 1 |
| --- |
| ● HR Core Configuration & Data Integration |
| ● Case Management, Agent Workspace & HR Services |

| |
|---|
| • HR Knowledge Management |
| • Enterprise Onboarding |
| • Employee Center Pro |

III.     Delivery Approach:

Contractor shall deploy standard Cask Value Delivery Methodology (CVDM). This agile-based approach integrates ServiceNow's Now Create implementation methodology.

The goal of CVDM is to achieve and sustain transformational results on the ServiceNow platform for clients.  This is realized by an integrated, client-focused team that spans account management, engagement management, business and technical subject matter expertise, as well as senior delivery oversight and guidance.  Team roles and responsibilities are detailed in Section VI. of this Scope of Work (SOW).

Figure 1, below, highlights the Stages of CVDM and their respective focus and related major activities.
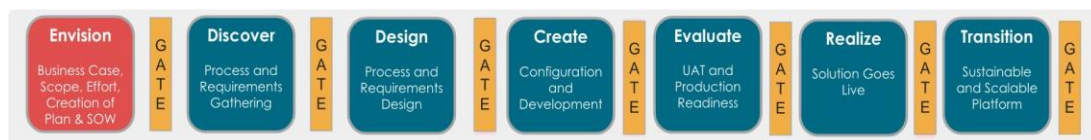


- **Envision**: Solution discovery, capability alignment, and delivery plan agreement
- **Discover**: Current state assessment, data collection and requirements gathering
- **Design**: Solution design, story writing, sprint planning and design approval
- **Create**: Configuration and development, unit testing
- **Evaluate**: UAT enablement, OCSD UAT, and validate production readiness
- **Realize**: Training and Knowledge Transfer, release to Production
- **Transition**: Post go live operational support, share outcomes and lessons learned

Progression from Stage to Stage encompasses a CVDM Stage Gate, or CVDM Gate Review. CVDM Gate Reviews, detailed as deliverables in the SOW below, are critical to ensuring shared understanding, expectations, and team readiness. With CVDM Gate Reviews, Contractor will acquire OCSD acknowledgement and/or acceptance, as required by Stage activities, for delivery activities to advance. For example, a CVDM Gate Review to advance from Discover to Design Stages ensures that originally scoped estimates are still achievable once the full detailed requirements are captured.

This CVDM Gate Review permits the delivery team to make decisions about scope and next steps in alignment with all the available information, and modify this SOW through a written contract amendment request, as necessary, to reflect changes in client and/or project team needs, objectives, capabilities, and/or timeline.

IV.     Project Timeline:

Contractor effort shall apply CVDM to a hybrid, agile-based delivery approach. Contractor's proposed activities and schedule are tailored to optimize business outcomes, time, cost, and risk. Contractor delivery represents a time-boxed period in which we will deliver specific and measurable outcomes in alignment with OCSD business priorities and technical requirements.

Project shall take approximately four (4) month for end-to-end project completion. Figure above illustrates how CVDM activities are aligned to representative implementation timeline, with major activities, tasks and deliverables fully described in Section III. Contractor understands that
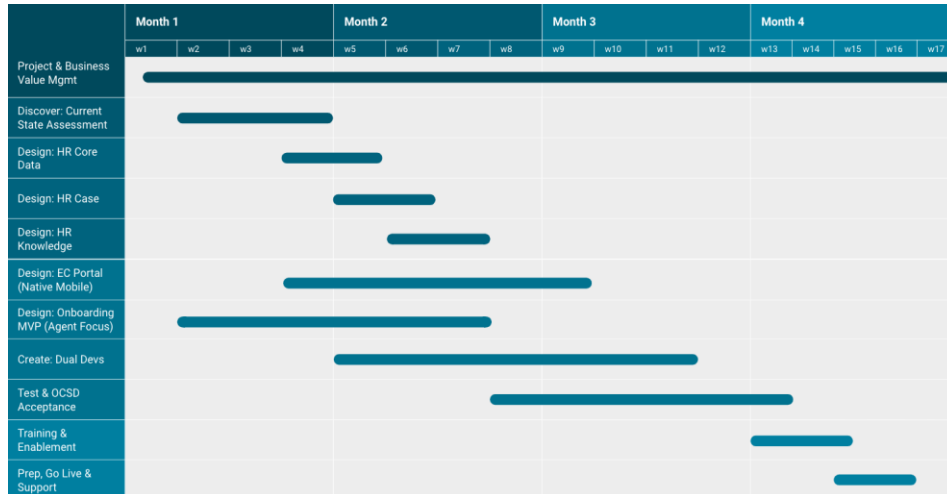


This approach provides shared project planning and business value management activities that will organize and monitor the delivery of agile-based, concurrent functional areas. Each functional area includes: discover and design tasks, sprints planning and development tasks, and unit testing tasks. Project activities then reconvene to ensure singular focus on User Acceptance Testing (UAT), solution acceptance, and enablement.

V.      Contractor Personnel:

Contractor shall use reasonable efforts to ensure the continuity of personnel assigned to perform Services under any SOW. Contractor shall not reassign or otherwise remove any of its personnel assigned to perform Services under without OCSD's prior written consent; provided, however, that Contractor may replace or reassign personnel, without OCSD's consent in case of: (a) termination of employment; (b) illness, death, and other personal and compassionate reasons; or (c) OCSD placing a temporary freezes, hold, or pause for ten (10) business days or more, and OCSD understands Contractor resources/Personnel assigned may not be available to complete the Services under such SOW at such time when the freeze, hold, or pause is lifted ("Permitted Replacement"). In the event of a Permitted Replacement, Contractor shall promptly notify OCSD and replace such personnel with person(s) with equal qualifications to continue such work.

If OCSD determines that Contractor personnel assigned to the project do not exhibit the knowledge, skills, abilities and other qualities necessary to ensure timely and successful completion of deliverables and other work related to the project, OCSD will provide written notice, identifying the personnel to be replaced and a justification for replacement. Contractor and OCSD will work together to resolve the issue to OCSD's satisfaction. This may include reassigning the person or persons to a more suitable task area on the project and replacing the reassigned person with a more qualified, experienced individual, or removing the person from the project entirely and replacing them with a qualified replacement. Additionally, if such a reassignment occurs, OCSD understands that it could take up to thirty (30) days to re-staff the project and resume work.

VI.     Project Set Up & Launch:

Within four (4) weeks of a executed Contract, Contractor's Engagement Manager shall jump- start project with a series of Initiation Meetings. These preliminary conversations are strictly with the Contractor's project team and OCSD-provided Project Lead(s). The activities performed during these initial conversations include:

- Review and finalize the Project Plan, including:
  - Schedule, "locking in" dates for the engagement
  - Work Breakdown
  - Resource Plan
  - Budget Plan
  - Definition of Done/Ready
  - Project RACI
- Validate and schedule resources (e.g. attendees) for Kickoff Meeting
- Schedule resources and confirm resource readiness for Workshops

During these logistics conversations, Contractor's Engagement Manager will also schedule the weekly status meetings with OCSD stakeholders. This virtual meeting will review Contractor's prepared written Weekly Status Report (WSR). The WSR will be submitted to the OCSD Project Lead(s) following each weekly meeting. Should the weekly meeting be canceled by OCSD, the Contractor's Engagement Manager shall submit the report no later than close of business on Friday. The WSR shall:

- Communicate project status by measuring, tracking, and evaluating progress against the Project Plan
- Highlight tasks or milestones that are not on schedule; provide a resolution plan to return to the planned schedule; or re-baseline
- Highlight critical risks or issues, including proposed and actual resolutions
- Identify key decision points that need to be reviewed and evaluated by leadership
- Track and report all outstanding action items, identify resources, and track/report the status of all open action items
- Maintain history of closed action items, including the due date and point of contact responsible for execution
- Anticipated tasks to be completed the next week

Project Set Up & Launch activities also incorporate the identification of key project leaders and the scheduling of your governance meetings with your Client Architect (CA). CA Governance provides an additional layer of oversight via OCSD executive stakeholders' direct engagement with your Contractor senior delivery leadership representative. This higher tier of synchronization maintains an open dialogue with a results-focused emphasis on long-term goals, objectives, and realized value.

Your CA will facilitate an additional bi-weekly (or monthly) virtual meeting for the duration of the project to ensure our team not only executes the project plan, but works well with you as a valued, trusted resource. This checkpoint covers:

- Contractor performance
- Staffing and key personnel feedback, delivery team fit
- Successes and challenges
  - Issue escalation
  - Risk escalation
  - Proposed resolutions / actual resolutions
- Contractor feedback
  - OCSD personnel participation and commitment
  - Areas identified where Contractor needs more attention and/or support from OCSD for contractor project's success

Alongside these activities, the Contractor's team is simultaneously preparing for Kickoff, for which contractor will request all key stakeholders and project participants are present.

During the Kickoff contractor will introduce and review:
● Contractor Project Team
● Project Plan
● Project Scope
● Project Deliverables
● Baseline Data / Metrics
● Project Definition of Success

After Kickoff, the Contractor's team completes a CVDM Gate Review with County. This will confirm that expectations for this Stage of contractor project are clearly shared before advancing to solution design activities. With County's approval, contractor's combined effort is ready to advance to the next component of delivery.

**Contractor Deliverables**

| # | Deliverable | Description & Business Value | Format |
|---|---|---|---|
| 1.1 | Logistics Meeting Materials | Initial communication between Contractor and OCSD leads; discussion of Project Plan and project Kickoff. | One (1) Microsoft (MS) PowerPoint file |
| 1.2 | Logistics Meeting(s) | | Meeting, not to exceed (NTE) two (2) hours |
| 1.3 | Project Plan | Integrated master project plan that includes planning, sprint demo dates, and applicable dependencies, tasks, and deliverables. | One (1) MS Project file, or native |
| 1.4 | Project Kickoff Meeting Materials | Introduces Contractor Project Team and level sets expectations across executive sponsors, stakeholders, and OCSD team members; discussion project vision, goals and scope; walkthrough of Project Schedule activities, timeline, and expected outcomes. | One (1) MS PowerPoint file |
| 1.5 | Project Kickoff Meeting | | Meeting, NTE two (2) hours |
| 1.6 | Weekly Status Meeting & Report (WSR) | Foster communication, maximize transparency, and consistently validate our team is executing in accordance with the Project Plan, project vision, and requirements. Summarize work accomplished, raise concerns and/or issues and discuss proposed resolutions. Capture new action items and status updates of previously assigned action items. | Meeting, NTE one (1) hour, weekly. One (1) MS PowerPoint file, weekly |
| 1.7 | Project Plan Revisions | Updated in accordance with project progress, as applicable. | One (1) MS Project file, or native |

| 1.8 | CA Governance Meeting | Virtual meeting across OCSD and Contractor project leaders to support the successful delivery of current project and provide guidance and thought leadership to OCSD in alignment with future goals | Meeting, NTE one (1) hour, biweekly or monthly |
|---|---|---|---|
| 1.9 | CVDM Gate Review & Approval | A Stage Gate acceptance document will be executed by OCSD to confirm OCSD capability required for forthcoming project activities and tasks | One (1) MS Word document |

Contractor's Engagement Manager will additionally work with OCSD's designated point(s) of contact to collect available, relevant documentation including, but not limited to, the following to complete our initial discovery:
● Organizational charts that identify stakeholders, platform owners, process owners, and system administrators
● Current state process, workflow, and/or policy documentation
● Platform governance documentation
● Architectural diagrams
● Technology reference guides
● Requirements workbooks

**Design: Requirements Validation & Solution Design**

As part of the Discover activities, Contractor will elicit requirements, solution and integration design, finalize design review, and complete client acceptance activities.

Given the ongoing impact of the pandemic on OCSD and Contractor operations, Contractor assumes all work will be completed remotely. Contractor will therefore facilitate a series of remote workshops, detailed below, to complete in-scope design and requirements gathering for each functional area. These sessions will help ensure our design meets your business needs and will incorporate the following high-level activities:
● Review of best practices as a baseline for process design
● Develop process workflow, identify key activities, handoffs and information exchanges
● Identify roles and responsibilities, including a RACI
● Identify metrics necessary for ongoing performance management of the process
  Service Level Agreements' (SLAs) requirements for in scope processes
● Out-of-box reporting and dashboarding configuration for in scope processes

Session duration for each workshop below refers to the approximate amount of time anticipated to facilitate requirements gathering for in-scope areas. Working sessions may be split into multiple sessions across multiple days to accommodate OCSD and Contractor resources' availability and operations.

**Workstream 1: Workshops**

| HRSD / Core Configuration | | | |
|---|---|---|---|
| **Activity Duration:** | NTE one (1) week | **Workshop Duration:** | NTE four (4) hours |
| **OCSD Participants:** | • Platform Owner<br>• System Administrator(s)<br>• System(s) of Record technical representation | **Contracor Participants:** | • HRSD Senior Advisor<br>• HRSD Cloud Architect<br>• HRSD Advisor |
| **In Scope Activities:** | Core configuration of ServiceNow's HRSD module will include requirements gathering specific to the following features and functionality:<br>• Enable HR plugins<br>• Turn on/off properties for HR skills, escalation rules, OOB groups not being used<br>• Adjust notifications based on Centers of Excellence determined in scope<br>• Set up access/permissions for HR based security<br>• Creation of groups for routing & case managements<br>• Gather requirements to integrate with OCSD-provided system(s) of record for the purposes of creating and populating User Records and HR Profiles, including but not limited to:<br>  ○ Determine the nature of each integration; one-way, two-way, link, etc.<br>  ○ Determine the technology needed to complete the integration; SOAP, REST API, existing ServiceNow integration / plugin, Integration as a Service (IaaS) provider, other<br>  ○ Data source configuration and any required credentials<br>  ○ Data flow(s), workflow(s) / automation(s)/ frequency/ triggers<br>  ○ Data transformation and mapping needs<br>  ○ Enterprise Document Management shall be included<br>  ○ Validation checks<br>  ○ Table creation / modification<br>  ○ Configurations<br>  ○ Additional one (1) sprint of development effort | | |

| Exclusions, Constraints & Assumptions: | <ul><li>Contractor assumes that because OCSD is already leveraging ITSM on the ServiceNow Platform, core platform setup and configuration is completed and would not be required in this engagement</li><li>Contractor has allocated one (1), one-week sprint for HR Core Configuration.<ul><li>Contractor and OCSD will together prioritize data sources and technical approach for user creation and authentication, User Record and HR Profile attributes</li><li>The final scope will be dependent upon Discover and Design activities; completeness, correctness, and availability of OCSD- furnished systems of record; and final OCSD approval</li></ul></li></ul>Lack of OCSD availability may impact project timelines and cost |
| --- | --- |

| Output: | • Requirements User Stories and Test Criteria<br>• OCSD Acceptance | | |
|---|---|---|---|

| **HRSD / Case Management & Agent Workspace** | | | |
|---|---|---|---|
| **Activity Duration:** | NTE two (2) weeks | **Workshop Duration:** | NTE eight (8) hours |
| **OCSD Participants:** | • Platform Owner<br>• System Administrator(s)<br>• HR Service Owners / COE Leaders | **Contractor Participants:** | • HRSD Senior Advisor<br>• HRSD Cloud Architect<br>• HRSD Advisor |
| **In Scope Activities:** | • Establish the security model, access model, categorization model, and taxonomy for HR Cases<br>• Establish organization-wide case management standard processes<br>• Enable out of box reports and dashboards for HRSD, with the addition of KPIs / metrics and measurements for managing workflows and setting employee expectations and for dashboard creation (up to 3 dashboards with up to 5 indicators / reports each)<br>• Capture detailed standard requirements with OCSD for overarching HR case management processes and service-agnostic requirements for HR service delivery for initial implementation, including:<br>  ○ Standard intake data requirements escalation from shared services (as applicable) to COE team members<br>  ○ Service Level Agreements (SLAs)<br>  ○ Notifications / alerts<br>  ○ Tasks<br>  ○ Approvals<br>• Identify functional and technical requirements for case forms, intake, escalation and resolution<br>• Identify requirements for configuration of HR Agent Workspace including:<br>  ○ Branding & Theming<br>  ○ Tab Settings<br>  ○ List Settings<br>  ○ Forms<br>  ○ Response Templates<br>  ○ Fulfillment Instructions<br><br>• Identify top priority HR COEs and general case intake form to support HR personnel adoption of in-platform case management<br>• As noted below, Contractor has allocated a one (1), weeklong sprint for HR Case Management, Agent Workspace, and HR Services, combined<br>  ○ Contractor and OCSD will together prioritize Case Management and HR Services stories within the in-scope effort<br>  ○ This SOW therefore does not include a set quantity or complexity of HR Services to be developed, as our final scope is dependent upon Discover and Design activities and final OCSD story approval<br>• Contractor will emphasize the identification and approved development of standardized, scalable and maintainable workflow opportunities | | |

| | |
|---|---|
| **Exclusions, Constraints & Assumptions:** | • Excludes Case Management outside of the HR Scoped application<br>• Excludes inbound email action, e.g., email trigger case creation<br>• Contractor has allocated one (1), one-week sprint for HR Case Management and HR Services.  The intent of this SOW is to support OCSD HR personnel to migrate from email, in-person, and other manual case intake methods to managing HR requests on platform<br>  ○ Contractor and OCSD will together prioritize Case Management, Agent Workspace and HR Services stories within this one (1) sprint effort<br>  ○ The final HR Case Management scope will be dependent upon Discover and Design activities, prioritized HR Services, and final OCSD approval<br>• Contractor assumes that OCSD's ITSM application houses one or more catalog items/requests related to the facilitation of new hire Onboarding. Modification of these existing components and/or net new creation of IT Onboarding catalog items/requests is excluded from Contractor's efforts.<br><br>The following definitions apply to HR Service complexity:<br>• Simple: No code, simple approval, simple task assignment, 10 or less variables, uses OOB notifications<br>• Medium: Low code, some dependencies on other tables or data (that already exists, < 10), multiple tasks (<10), more than one path (<3), multiple approvals (<5) with simple approval logic, more complicated form design with many UI policies, some adjustments to notifications<br>• Complex: Code intensive, references to other data and tables, utilizes custom tables, complicated fulfillment process, multiple paths, complex approvals, rollbacks, multiple tasks, custom fields, complex form design with client scripts, customized notifications and recipients, as defined by Contractor |
| **Output:** | • Base process guide including process flows, roles, and recommended SLAs and metrics<br>• Requirements User Stories and Acceptance Criteria<br>• OCSD Acceptance<br>• Enhancement Management Backlog (for Out-of-Scope Requirements) |

| **HRSD / HR Knowledge Management** | | | |
|---|---|---|---|
| **Activity Duration:** | NTE one (1) weeks | **Workshop Duration:** | NTE four (4) hours |
| **OCSD Participants:** | • Platform Owner<br>• System Administrator(s)<br>• HR Knowledge Mgmt. Process Owner / Manager(s)<br>• ITSM Knowledge Management Process Owner / Manager(s) | **Contractor Participants:** | • HRSD Senior Advisor<br>• HRSD Cloud Architect<br>• HRSD Advisor |

| In Scope Activities: | Contractor assumes that OCSD will follow one (1) Knowledge Management process for HR across employee / applicant and internal customer knowledge bases. A combined process is recommended to reduce process complexity and streamline platform governance, in accordance with ServiceNow best practice.<br><br>As such, this working session is facilitated to discover the following requirements:<br>• Ensure a Knowledge taxonomy that is in alignment with HR case process, structure, privacy, security, and categorization<br>• Gain consensus on a single, standardized Knowledge Management processes that supports specific cultural and organizational needs, balanced with leveraging the out-of-box technology capabilities to their fullest potential<br>• Identify process owners, and all key stakeholders in RACI format<br>• Additional requirements gathering covers:<br>  ○ Knowledge article forms / templates<br>  ○ Stages and life cycle including workflows enabling:<br>    ■ Submission, Publishing, Review, Retirement<br>  ○ Notifications<br>  ○ User criteria structure for access<br>  ○ Knowledge bases for end-user and internal HR Consumption (policies, procedures, etc.)<br>• Identify sources for Knowledge Articles based on existing sources of relevant information |
| --- | --- |
| Exclusions, Constraints & Assumptions: | • Excludes the creation and loading of Knowledge Articles<br>• Excludes any modification or reconfiguration of existing IT and other Knowledge bases<br>• Excludes customization of Knowledge Management features and functionality |
| Output: | • Base process guide including process flows, roles, and recommended SLAs and metrics<br>• Requirements User Stories and Acceptance Criteria<br>• OCSD Acceptance<br>• Enhancement Management Backlog (for Out-of-Scope Requirements) |

**Workstream 2: Workshops**

| HRSD / Enterprise Onboarding MVP | | | |
| --- | --- | --- | --- |
| Activity Duration: | NTE three (3) weeks | Workshop Duration: | NTE sixteen (16) hours |
| OCSD Participants: | • Platform Owner<br>• System Administrator(s)<br>• Applicant onboarding process owner(s)<br>• Applicant onboarding Fulfiller representation | Contractor Participants: | • HRSD Senior Advisor<br>• HRSD Cloud Architect<br>• HRSD Advisor<br>• UX/UI Advisor, consulted |
| In Scope Activities: | Contractor assumes the our scope of work for the applicant onboarding MVP will be focused on digitizing the currently-manual checklist of activities, steps, | | |

tasks, and their applicable assignees into a single, foundational workflow by leveraging HRSD Lifecycle Event Activities, which are groups into Activity Sets.

Contractor further assumes that both sworn and administrative personnel will follow one (1) foundational, enterprise onboarding process, with sworn personnel then requiring additional tasks and activities specific to their roles. Contractor's scope of work and level of effort therefore considers the anticipated complexity of sworn personnel onboarding, with administrative personnel leveraging applicable process components. The design and configuration of two distinct onboarding processes is out of scope.

Requirements gathering will therefore focus on the following activities for our MVP:
- Identifying and correlating OCSD personnel applicant onboarding tasks and activities with out of box HRSD Activity Sets
- Activities may include but are not limited to the following:
  - HR Case creation including intake forms
  - Employee Tasks
  - Fulfiller Tasks
  - Approval
  - Notification
  - Schedule Content
  - Link to or trigger the workflow of existing ITSM Catalog Items/Requests related to Onboarding
  - Inclusion of Employee Document Management (EDM) to process, and increased LOE to Onboarding Lifecycle event to accommodate EDM
  - Tracking and management of the OCSD Backgrounds process within ServiceNow and retirement of external (Excel) tracker
  - Additional three (3) sprints of Development effort

There may be activities related to Onboarding that require the use of one or more HR Services (a user facing form that triggers case creation and subsequent workflow) either by the applicant or an OCSD HR agent. The scope of work for Onboarding HR Service development will be limited to simple complexity (as defined below), and only that which is required for the Onboarding Lifecycle Event.

| Exclusions, Constraints & Assumptions: | • Excludes the creation and/or modification of IT catalog requests<br>• The following definitions apply to Onboarding HR Service complexity:<br>  ○ Simple: No code, simple approval, simple task assignment, 10 or less variables per form (record producer), uses OOB notifications<br>  ○ Medium: Not applicable<br>  ○ Complex: Not applicable<br>• Workstream 2 effort excludes creation of HR Services not required for the applicant Onboarding process<br>• Assumes OCSD has no existing HR services within ITSM catalog<br>• Contractor has allocated four (4), one-week sprints for HR Onboarding MVP. The intent of this SOW is to support the foundational migration of this applicant onboarding process to the ServiceNow platform. Therefore:<br>  ○ Contracor and OCSD will together prioritize Onboarding stories within the four (4) sprint effort<br>  ○ The final Onboarding solution scope and capabilities will be dependent upon Discover and Design activities, prioritized onboarding requirements, and final OCSD approval |
|---|---|
| Output: | • Base Onboarding Process Documentation<br>• Requirements User Stories and Acceptance Criteria<br>• OCSD Acceptance<br>• Enhancement Management Backlog (for Out-of-Scope Requirements) |

## Workstream 3: Workshops

| HRSD / Employee Center Pro | | | |
|---|---|---|---|
| **Activity Duration:** | NTE six (6) weeks | **Workshop Duration:** | NTE twenty (20) hours |
| **OCSD Participants:** | • HR Service Owners / COE Leaders<br>• Platform Owner<br>• System Administrator(s)<br>• Communications Stakeholder(s)<br>• Branding Stakeholder(s)<br>• ADA compliance representation | **Contractor Participants:** | • UX/UI Senior Advisor<br>• Consulted:<br>  ○ HRSD Senior Advisor<br>  ○ HRSD Cloud Architect<br>  ○ HRSD Advisor |

| In Scope Activities: | Contractor assumes the initial release of the Employee Center Pro (EC Pro) Portal will be intended for the following audiences: personnel onboarding applicants, OCSD HR personnel, OCSD internal personnel. Includes additional three (3) sprints of Development effort. <br><br> Contractor's UX/UI specialist will facilitate a series of design sessions to: <br> • Discuss EC Pro portal vision for applicant onboarding, HR personnel, and OCSD personnel <br> • Review current taxonomy structure, and branding & identity guidelines <br> • Review common use cases by major audience / persona <br> • Review any existing similar services to benchmark what resonates with OCSD as a team and organization <br><br> Ongoing sessions will iteratively review UX/UI design for Final Concept. Activities will include presentation of and feedback gathering across: <br> • Enterprise Taxonomy recommendations <br> • Two (2) creative concepts of onboarding persona homepage <br> • Selection and finalization of onboarding persona homepage Final Concept, presented for OCSD final approval <br> • Detailed design of Final Concept for unique screens <br> • Optimization for responsive mobile browser experience <br><br> Requirements gathering will also include applicable technical requirements, including but not limited to: <br> • User data, single sign on capabilities, and other relevant requirements <br> • Out of box and advanced / custom widgets <br> • Expectations of maintenance for each widget |
|---|---|
| Exclusions, Constraints & Assumptions: | • The scope of Contractor's Workstream 3 UX/UI design and create effort will be limited by available, in-scope hours. Design activity meetings are NTE twenty (20) hours. Contractor has allocated four (4), one-week sprints for EC Pro development. <br> ○ Contractor and OCSD will together prioritize UX/UI requirements and stories within this effort <br> ○ The EC Pro scope will be dependent upon Discover and Design activities and final OCSD approval <br> ○ Contractor assumes that the overall branding and style guide for OCSD will remain consistent across all portal pages including those visible to applicants and active employees alike <br> • Portal Widget Requirements <br> ○ OCSD will select from the available out of box widgets that are delivered with Employee Center Pro, with the exception of one (1) custom widget for the specific use case of Reference Letter Status visible by the applicant in onboarding. <br> ○ Assumes the potential to create up to three (3) custom tables depending on the detailed requirements by OCSD. <br> • Contractor assumes the following approach to facilitate appropriate portal access for users: <br> ○ Employee Center will be made available to all OCSD users, inclusive of Both active employees and applicants going through the background/onboarding process <br> ○ The user data provided by OCSD will clearly delineate a user who is an applicant from an active employee. |

| | |
|---|---|
| | <ul><li>○ Employee Center configuration will use criteria from the user record and HR profile (e.g. applicant vs. active employee) to drive conditions for which types of users can see which content/widgets on the portal</li><li>○ In order to facilitate the appropriate portal login process, OCSD will need to provide applicants with a local login to Employee Center. Once an applicant is converted to an active employee and their user account has been updated by Active Directory, OCSD will need to provide the new hire with a SSO enabled login.</li></ul> <ul><li>EC Pro design and development scope will be limited to HR topics areas; Non-HR topic areas and portal pages are not in scope.</li><li>Excludes the configuration of ServiceNow NOW Mobile app experience</li><li>Contractor level of effort assumes our scope will further exclude the following:</li></ul><table><tr><td><ul><li>○ Communities</li><li>○ Employee Forums</li><li>○ Live Chat (includes Connect Chat capabilities)</li><li>○ Custom layouts that affect search functionality</li><li>○ Automated Tasks related to external integrations</li><li>○ Additional table creation more (3)</li><li>○ Enterprise Search with external content</li></ul></td><td><ul><li>○ Global Deployments</li><li>○ Language Pack configuration</li><li>○ Content Publishing / Delivery workflows</li><li>○ Agent Intelligence (AI Search)</li><li>○ System Status / Alerts / Banner</li><li>○ Advanced/complex Curated than three Content Experiences</li></ul></td></tr></table> |
| **Output:** | <ul><li>Taxonomy Recommendations</li><li>Creative Concepts and Final Concept</li><li>Detailed Design and Mobile Optimization</li><li>Requirements User Stories and Acceptance Criteria</li><li>OCSD Acceptance</li><li>Enhancement Management Backlog (for Out-of-Scope Requirements)</li></ul> |

Contractor and OCSD progression from Discover to Design activities marks our team's advancement to requirements validation; specifically, collaboratively ensuring that the current state, notional requirements, and desired future state aligns with our in scope schedule and effort. County approval for this CVDM Gate Review will confirm that no adjustments to follow-on activities are required in order for delivery activities to proceed.

**Contractor Deliverables**

| # | Deliverable | Description & Business Value | Format |
|---|---|---|---|
| 2.1 | Process Design Workshops | Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined above. | Virtual meetings, as defined above |
| 2.2 | Process Guides | Base documented process, including flow(s), roles, recommended SLAs and metrics in the context of strategic objectives and best practice for the following areas:<br><ul><li>HR Case Management</li><li>HR Knowledge Management</li><li>Onboarding Documentation</li></ul> | One (1) Microsoft (MS) Word file each, for a total of three (3) |

| | | | |
|---|---|---|---|
| 2.3 | User Stories | Documented business requirements in the form of user stories with acceptance criteria for the following areas:<br>• HR Core Configuration & Data Integration<br>• Case Management, Agent Workspace & HR Services<br>• HR Knowledge Management<br>• Enterprise Onboarding<br>• Employee Center Pro | Native; or one (1) MS Excel file each, for a total of five (5) |
| 2.4 | Taxonomy & Mega Menu | Textual architecture map of knowledge and services; aligned with current state experience and industry best practices | MS Word or PDF file |
| 2.5 | Creative Concepts | Design and present 2 hi-fidelity creative concepts for the same key frame | Web based URL or image |
| 2.6 | Final UI Concept | Based on feedback, update one of the concepts and present for final approval | Web based URL or image |
| 2.7 | Detailed Design | Once the concept is approved, conduct detailed design for any additional key screens | Web based URL or image |
| 2.8 | Mobile Optimization | Optimize the experience for native mobile browser via high fidelity prototype | Web based URL or image |
| 2.9 | CVDM Gate Review & Approval | County(s) acknowledgement and approval that to-be designed effort is aligned with in scope delivery activities | One (1) MS Word document |

**Design: Review & Acceptance**

Contractor Deliverables

| # | Deliverable | Description & Business Value | Format |
|---|---|---|---|
| 3.1 | Sprint Plan | Sprint Plan based on prioritized work effort. Serves as primary requirements document for application implementation | One (1) MS Excel file, or native |
| 3.2 | CVDM Gate Review & Design Approval | County acceptance of solution design, i.e. stories and their prioritization into sprints, for in scope functional areas | One (1) MS Word file |

**Create**

Once requirements are recorded as stories within the ServiceNow Agile application and sprints are planned, Contractor will perform agile-based platform implementation activities using a sprint-based schedule.

Contractor executes development sprints that are five (5) days in length each. Our scope of work includes eleven (11), one-week sprints as detailed below.

| Implementation Task | # of Sprints |
|---|---|
| HR Core Configuration & Data Integration | One (1) Sprint |

| | |
|---|---|
| Case Management, Agent Workspace & HR Services | One (1) Sprint |
| HR Knowledge Management | One (1) Sprint |
| Enterprise Onboarding MVP | Four (4) Sprints |
| Employee Center Pro | Four (4) Sprints |
| **Total Sprints:** | **Eleven (11) Sprints** |

Contractor will perform unit testing at the end of each sprint. Each sprint will include the following types of unit testing:
● Unit testing of individual processes and transactions
● System testing of all processes, integration, interfaces, and data conversion / migration
● Methods for verifying the accuracy of information relative to transaction processes, interfaces, data conversion, reports, account history, notes, and ad-hoc reporting.

Contractor will perform all testing within the test environment. Our functional testing includes all user stories against acceptance criteria prior to OCSD UAT. Any and all defects found during Contractor testing will be fixed prior to UAT.

No Performance Testing will be conducted during this implementation, as performance and availability levels are guaranteed by ServiceNow.

Each sprint will also include a product demonstration, giving OCSD continuous visibility into Contractor development of your solution. After each sprint, Contractor facilitates another sprint planning session where stories may be added and reprioritized in light of OCSD feedback.

Contractor's Engagement Manager will coordinate all relevant story acceptance, sprint planning, and sprint demo meetings with the OCSD Project Lead(s).

After the final sprint, Contractor will then facilitate a final product demo. The final demo will be combined with a CVDM Gate Review in order to transition from agile development across functional areas to converged solution acceptance activities.

**Final Sprint Product Demo Deliverables**

| # | Deliverable | Description & Business Value | ~~Format~~ Acceptance Criteria / Deliverable Requirements |
|---|---|---|---|
| 4.1 | Development Sprints, Testing, & Functional Demos | Execution of sprints to complete prioritized development. During each sprint, the Cloud Architect unit tests each piece of functionality. After each sprint, Contractor facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized. | ~~Native sprints and testing. Demo meetings are NTE one (1) hour weekly~~ Development sprints that are each five (5) days in length executed to complete prioritized Solution Development. During each sprint, the Cloud Architect unit tests each piece of |

| | | | functionality. After each sprint, Cask facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized. |
|---|---|---|---|
| 4.2 | CVDM Gate Review & Approval | County(s) approval that in scope sprints have been completed per Contractor and OCSD agreed upon and prioritized stories | One (1) MS Word document |

**Evaluate: OCSD User Acceptance Testing (UAT)**

| # | Deliverable | Description & Business Value | Format |
|---|---|---|---|
| 5.1 | UAT Guidance Sessions | Best practice recommendations and/or facilitated UAT support with Contractor team members to aid in OCSD completion of OCSD test plans, scripts, use cases, and native testing | Three (3) working sessions, NTE two (2) hours duration each or additional testing as needed |

**Evaluate: Contractor Defect Mitigation**

| # | Deliverable | Description & Business Value | Format |
|---|---|---|---|
| 6.1 | Defect Mitigation | Mitigation of defects that are associated with user stories and requirements. Once all defects have been mitigated the solution configuration work is considered complete. | ~~Native~~All defects associated with a story are mitigated. Defects reported by OCSD that do not have an associated requirement as documented in a story will be classified as an enhancement. Enhancements are considered changes to original scope and therefore out of scope. Once all defects have been mitigated the solution configuration work is considered complete |
| 6.2 | CVDM Gate Review & Solution Acceptance | OCSD acceptance of completed sprints following Contractor final product demo. OCSD confirmation that the solution is functioning as designed | One (1) MS Word file |

**Realize: Knowledge Transfer**

Advisory Knowledge Transfer for Process Owners details the process in question, their roles, responsibilities, and suggests feedback mechanisms to ensure changes in OCSD business needs are incorporated into the process, and ultimately the solution. Sessions further cover how to leverage process-specific KPIs that were identified in process design sessions to validate and revise processes as required. Contractor will facilitate one (1) Advisory Knowledge Transfer session for the following processes: HR Case Management, HR Knowledge Management, and Enterprise Onboarding. Each session will be one (1) hour in duration.

| # | Deliverable | Description & Business Value | Format |
|---|---|---|---|
| 7.1 | Technical Knowledge Transfer | Technical knowledge transfer to key platform administrators so that OCSD is able to support the solution. | One (1) meeting, NTE four (4) hours in duration |
| 7.2 | Advisory Knowledge Transfer | Walkthrough of each respective process, including key activities, roles and responsibilities, KPIs, and offer best practice recommendations on continuous improvement in the context of strategic objectives. | One (1) meeting, NTE one (1) hour in duration, for each identified process |

| Phase Gate | Project Element | Activity/ Deliverable | Acceptance Criteria / Deliverable Requirements |
|---|---|---|---|
| Realize | Realize: Knowledge Transfer | Technical Knowledge Transfer | Technical knowledge transfer to OCSD System Administrator(s), including a walk-through of build-logs documented against user stories. |
| Realize | Realize: Knowledge Transfer | Advisory Knowledge Transfer | Knowledge Transfer sessions for identified OCSD Process Owners for in scope processes as identified in the Statement of Work. |

**Realize: Training Program**

Contractor recommends that the training program deliver both role-based and train-the- trainer approaches. Specifically, we recommend the following sessions:
● HR Agent Basics: This train-the-trainer session provides an overview of applicable ServiceNow terminology, ServiceNow navigation, and walks through the HR Agent Workspace view. Additional information is provided specific to HR personnel who will be working HR cases, including: case management (case creation, updating, transferring, pending, and closing); tasks (opening, assigning, completing); leveraging and sending Knowledge to promote employee self-service; reporting and dashboards.
  ○ Contractor recommends no more than twenty (20) participants attend this session
  ○ This session will be approximately four (4) hours in duration
  ○ OCSD will receive one (1) editable PowerPoint of the training presentation
  ○ One (1) video recording (facilitated voiceover recording) of the training presentation
  ○ Up to three (3) Job Aids or Knowledge Articles specific to HR Case Management
● HR Knowledge Manager and Content Author Training: This deep dive role-based session will explore HR Knowledge features including: search; feedback and ratings; article submission and

retirement processes; meta-tags and access criteria; and, knowledge reporting
- ○Contractor recommends no more than twenty (20) participants attend this session
- ○This session will be approximately one and a half (1 ½) hours in duration
- ○OCSD will receive one (1) editable PowerPoint of the training presentation
- ○One (1) video recording (facilitated voiceover recording) of the training presentation
- ○Up to two (2) Job Aids or Knowledge Articles specific to HR Knowledge Management

| # | Deliverable | Description & Business Value | ~~Format~~ Acceptance Criteria / Deliverable Requirements |
|---|---|---|---|
| 8.1 | Train-the-Trainer HR Agent Basics Session & Materials | OCSD-identified train-the-trainer and pilot group participants receive detailed enablement on the configuration of platform capabilities in support of HR Agent roles and responsibilities. Session may be split into multiple sessions under the scope NTE per Contractor training analysis of OCSD needs. | NTE four (4) hours, one (1) MS PowerPoint presentation; one (1) video recording; three (3) Job Aids |
| 8.2 | Role-Based Knowledge Session & Materials | OCSD-identified role-based participants receive detailed enablement on the configuration of platform capabilities in support of Knowledge roles and responsibilities. | NTE ninety (90) min, one (1) MS PowerPoint presentation; one (1) video recording; two (2) Job Aids; One (1) session, NTE ninety (90) minutes in total duration facilitated for OCSD-identified Knowledge Manager(s) and Content Authors. |

**Realize: Go Live Checklist & Handover**

| # | Deliverable | Description & Business Value | ~~Format~~ Acceptance Criteria / Deliverable Requirements |
|---|---|---|---|
| 9.1 | Go Live Checklist | Checklist that details preparation activities to support successful Go Live. Supported completion ensures all dimensions of Go Live are achieved for a smooth transition to an operational state. | ~~One (1) MS Excel file~~ Live checklist to prepare for Go Live, verifying all dimensions of OCSD Go Live readiness for smooth transition to production and operations. |

**Realize: Go Live Hypercare Support**

| # | Deliverable | Description & Business Value | ~~Format~~ Acceptance Criteria / Deliverable Requirements |
|---|---|---|---|

| # | Deliverable | Description & Business Value | Format |
|---|---|---|---|
| 10.1 | Go Live Support | Project team support services guiding migration of update sets to Production and supporting resolution of break/fix issues. Five (5) business days. | ~~Native~~ Five (5) days remote Cloud Architect and Engineer support for OCSD to assist with troubleshooting, questions, and other configuration-specific support. |

## Project Close

| # | Deliverable | Description & Business Value | Format |
|---|---|---|---|
| 11.1 | Project Closeout Meeting & Report | Details lessons learned and program successes; confirms delivery and acceptance of any outstanding deliverables; reviews KPIs and any pending action items. | One (1) meeting, NTE one (1) hour, and one (1) MS PowerPoint file |

## Roles & Responsibilities

| Role | Responsibilities | Value to OCSD |
|---|---|---|
| **Contractor's Engagement Manager** | Contractor's Engagement Manager is responsible for:<br>• Project scope<br>• The engagement schedule and budget<br>• Contractor resources assigned to the project<br>• Meets with OCSD on a weekly basis to discuss project status, schedule, accomplishments, budget, risks and upcoming work for the following week, providing a weekly written project status report<br>• Facilitates milestone sign-off with OCSD, as required | • Keeps the project on-time<br>• Manages the budget<br>• Enables effective communication between OCSD and Contractor on progress<br>• Ensures prompt resolution of risks, issues, questions, and escalations |

| | | |
|---|---|---|
| **Contractor's Client Architect** | <ul><li>Meets with OCSD every other week to provide program support and gather OCSD feedback</li><li>Provides overall platform expertise and best practice recommendations for OCSD near and long term goals</li><li>Identifies and mitigates potential risks to long term OCSD program, and OCSD platform governance</li><li>Serves as internal liaison and advocate for OCSD across Cask operational and delivery teams</li><li>Serves as point of escalation, as necessary</li><li>Ensures quality and caliber of Cask resources and work</li></ul> | <ul><li>Enables effective communication between OCSD and Contractor</li><li>Provides platform expertise to ensure work follows best practices</li><li>Provides continuity of program vision and objectives across program phases</li></ul> |
| **Contractor's HRSD (Senior) Advisor** | <ul><li>Completes data analysis and leads working sessions to develop processes, define roles and responsibilities, determine key metrics and KPIs,</li><li>Develops functional requirements and user stories</li><li>Builds process documents and collaborates with the Cloud Architect to ensure stories support the processes developed</li><li>Provides expertise including the development of communications plans, training needs analysis, organizational change management materials, training materials, and other support</li></ul> | <ul><li>Provides functional subject matter expertise to ensure the solution follows procedural and industry best practices</li><li>OCSD leverages their experience working on projects of similar size and scope</li></ul> |
| **Contractor's Cloud Architect** | Works with OCSD to: <ul><li>Identify functional and technical requirements</li><li>Groom and size user stories</li><li>Manage daily sprint standups</li><li>Demo our product at the end of each sprint</li><li>Manages internal unit testing prior to OCSD UAT</li><li>Prepare OCSD for go-live by reviewing checklist and associated activities</li><li>Leads knowledge transfer activities between Contractor and OCSD</li></ul> | <ul><li>Ensures the solution follows technical best practices</li><li>Maintains an upgrade path and is Contractor quality checked</li><li>Helps OCSD evaluate the right places to develop and integrate with technologies outside of ServiceNow</li><li>Prepares OCSD so they can support the solution after the post go-live support period ends</li></ul> |
| **Contractor's (Senior) Platform Engineer** | <ul><li>Works with Cloud Architect to configure, script, and develop solution based on requirements built and sprints defined between Contractor and OCSD</li><li>Mitigates defects that are found as part of unit testing and UAT. Participates and supports the migration of work completed to test and production environments</li><li>Primary support resource during post-go live period</li></ul> | <ul><li>Provides OCSD technical expertise to ensure a quality solution</li></ul> |

**OCSD Participation**

| Role | Description |
|---|---|
| **County Project Manager** | <ul><li>Participate in project planning and kickoff meetings</li><li>Work with the Contractor Engagement Manager to validate and finalize the project plan</li><li>Collect data requested from OCSD team members to provide to the Contractor Engagement Manager</li><li>Coordinate Executive Sponsor, Project team members, and stakeholders attendance at the Project Kickoff meeting</li><li>Work with Contractor Engagement Manager to schedule sessions and participate as required</li><li>Work side-by-side with Contractor's Engagement Manager to ensure OCSD resources are available and present when required</li><li>Ensure all commitments needed from OCSD are met to completion and on time</li><li>Assist in coordinating resources for story grooming sessions</li><li>Collect and share feedback on stories from team and share with Contractor team</li><li>Ensure that specific tasks, such as validation of content and platform implementation, are accepted in a timely manner</li><li>Help document lessons learned to share in Project Close Meeting</li><li>Participate in Project Close Meeting</li></ul> |
| **County** | <ul><li>Deliver a clear and consistent vision as well as messages of project objectives and goals throughout the duration of the project</li><li>Be a program champion across all organizations involved</li></ul> |
| **County** | <ul><li>Representatives from each Department who have the authority to create new, or update existing, processes and procedures, that will supplement the successful implementation of the ServiceNow module</li><li>Representatives from each Department to validate and accept the final iteration of the ServiceNow module prior to go-live deployment</li></ul> |
| **County Staff** | <ul><li>Participate in functional and technical requirements working sessions</li><li>Be key decision makers in these sessions to ensure that OCSD's functional and technical requirements are adequately represented, and decisions can be made in a timely manner</li></ul> |
| **County Project Manager** | <ul><li>Responsible for the creation of OCSD test plan, cases, and scripts</li><li>Responsible for testing execution, and reporting and prioritizing all defects to Contractor project team for Contractor defect mitigation</li></ul> |
| **County Technology** | Contractor's most successful engagements occur when we work hand-in-hand with system administrators who are familiar with the ServiceNow platform. OCSD's future ServiceNow system administrator(s) should be made available to:<ul><li>Review the work completed by Contractor</li><li>Help to lead acceptance testing and validation</li><li>Receive the proper training from Contractor's Architect</li></ul> |

**Deliverables Index & Acceptance Criteria**

Contractor's pricing is dependent upon OCSD adherence to the to-be-finalized Project Plan. To ensure project activities remain on time, OCSD will provide a timely review, within three (3)

business days, of any interim deliverables and/or work products (e.g. Process Guides, user stories, training materials). Any delay in this review due to OCSD availability and/or participation that significantly impacts project progress and resource utilization may prompt Contractor to stop work. OCSD will provide timely acceptance, within five (5) business days, for any formal deliverables described in the Statement of Work. If there is no formal acceptance within this timeframe after two (2) documented attempts the deliverable will be deemed accepted.

| # | Project Element | Deliverable | Acceptance Criteria / Deliverable Requirements |
|---|---|---|---|
| **3.1  Project & Business Value Management** | | | |
| 1.1, 1.2 | Project Set Up & Launch | Logistics Meeting(s) & Materials | Initial communication between Contractor and OCSD to discuss resource needs, Project Plan outline, working sessions dates, dependencies and more.  One (1) MS PowerPoint presentation |
| 1.3, 1.7 | Project Set Up & Launch | Project Plan | Schedule of initial project tasks and other project- related activities. Revised as required across the course of our project delivery.  One (1) MS Project file, or native. |
| 1.4, 1.5 | Project Set Up & Launch | Kickoff Meeting & Presentation | Presentation of project goals, scope, activities, timeline, and expected outcomes.  One (1) MS PowerPoint presentation. |
| 1.6 | Project Set Up & Launch | Weekly Status Meetings & Reports | Weekly meeting of progress in accordance with Project Plan deliverable that summarizes risks, actions, issues, and decisions, as required. One (1) MS PowerPoint presentation, per week for project duration. |
| 1.8 | Project Set Up & Launch | CA Governance Meetings | Executive cadence between Contractor Senior Delivery resource and OCSD executive stakeholders to discuss team performance and mitigate challenges for a successful partnership. |
| 1.9 | Project Set Up & Launch | CVDM Gate Review & Approval | A Stage Gate acceptance document will be executed by OCSD to ensure acceptance of deliverables and confirmation of OCSD capability required for forthcoming project activities and tasks.  One (1) MS Word document. |
| **3.2  Agile-Based Implementation** | | | |
| 2.1 | Discover: Requirements Gathering Workshops | Design Workshops | Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined by Statement of Work. |
| 2.2 | Discover: Requirements Gathering Workshops | Process Guides | Process and business requirements including workflows, key activities w/narratives and roles and responsibilities documented in MS Word Document. Total of three (3) as defined by Statement of Work. |
| 2.3 | Discover: Requirements Gathering Workshops | User Stories | Solution design and detailed requirements groomed into user stories for the implementation of in scope ServiceNow modules. Can be documented in OCSD or Contractor ServiceNow instance, or exported to one (1) MS Excel file. |

| 2.4 | Discover: Requirements Gathering Workshops | UX/UI Wireframes | Preliminary wireframes to showcase the user experience through black and white line art delivered as a low fidelity prototype. One (1) Web based URL. |
|---|---|---|---|
| 2.5 | Discover: Requirements Gathering Workshops | Creative Concepts | Two (2) creative concepts for the same key frame, based on the approved wireframes and current experience. One (1) Image or Web based URL. |
| 2.6 | Discover: Requirements Gathering Workshops | Final UI Concept | One of preceding two concepts finalized based on feedback, presented for final approval. One (1) Image or Web based URL. |
| 2.7 | Discover: Requirements Gathering Workshops | Detailed Design | Detailed design of Final UI Concept for any additional key screens. One (1) Image or Web based URL. |
| 2.8 | Discover: Requirements Gathering Workshops | Mobile Optimization | High fidelity prototype of optimized experience for native mobile. One (1) Image or Web Based URL |
| 2.9 | Discover: Requirements Gathering Workshops | Gate Review & Approval | County(s) acknowledgement and approval that to-be designed effort is aligned with in scope delivery activities. One (1) MS Word document. |
| 3.1 | Design: Review & Acceptance | Sprint Plan | Sprint Plan based on prioritized work effort. Can be documented in OCSD or Contractor ServiceNow instance, or exported to one (1) MS Excel file. |
| 3.2 | Design: Review & Acceptance | CVDM Gate Review & Design Approval | OCSD acceptance of solution design, i.e. stories and their prioritization, prior to respective sprints. One (1) MS Word document. |
| 4.1 | Create | Development Sprints, Testing, & Functional Demos | Development sprints that are each five (5) days in length executed to complete prioritized Solution Development. During each sprint, the Cloud Architect unit tests each piece of functionality. After each sprint, Contractor facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized. |
| 4.2 | Create | CVDM Gate Review & Create Approval | County(s) approval that in scope sprints have been completed per Contractor and OCSD agreed upon and prioritized stories. One (1) MS Word document. |
| 5.1 | Evaluate: OCSD User Acceptance Testing (UAT) | UAT Guidance Sessions | Facilitated by Contractor's Advisor(s), these virtual sessions provide best practice and general recommendations on preparatory activities for OCSD completion of test plans, scripts, use cases, and/or facilitated support of OCSD native testing. Three (3) working sessions, NTE two (2) hours duration, each. |

| | | | |
|---|---|---|---|
| 6.1 | Evaluate: Contractor Defect Mitigation | Defect Mitigation | All defects associated with a story are mitigated. Defects reported by OCSD that do not have an associated requirement as documented in a story will be classified as an enhancement. Enhancements are considered changes to original scope and therefore out of scope. Once all defects have been mitigated the solution configuration work is considered complete. |
| 6.2 | Evaluate: Contractor Defect Mitigation | CVDM Gate Review & Solution Acceptance | County(s) acceptance of configured solution and applicable mitigated defects. One (1) MS Word document. |
| 7.1 | Realize: Knowledge Transfer | Technical Knowledge Transfer | Technical knowledge transfer to OCSD System Administrator(s), including a walk-through of build- logs documented against user stories. Delivered through one (1) working session, NTE four (4) hours in duration. |
| 7.2 | Realize: Knowledge Transfer | Advisory Knowledge Transfer | Knowledge Transfer sessions for identified OCSD Process Owners for in scope processes as identified in the Statement of Work.  Delivered through one (1) working session per in scope process area, NTE one (1) hour in duration each. |
| 8.1 | Realize: Training Program | HR Agent Basics Train-the-Trainer Program & Materials | One (1) session, NTE four (4) hours in total duration facilitated for OCSD-identified training personnel and super user participants.  OCSD will receive one (1) editable MS PowerPoint, one (1) video recording, and three (3) Job Aids or Knowledge articles specific to HR Case Management. |
| 8.2 | Realize: Training Program | Role-Based Knowledge Session & Materials | One (1) session, NTE ninety (90) minutes in total duration facilitated for OCSD-identified Knowledge Manager(s) and Content Authors.  OCSD will receive one (1) editable MS PowerPoint, one (1) video recording, and two (2) Job Aids or Knowledge articles specific to HR Knowledge Management |
| 9.1 | Realize: Go Live Checklist & Handover | Go Live Checklist | Go Live checklist to prepare for Go Live, verifying all dimensions of OCSD Go Live readiness for smooth transition to production and operations.  One (1) MS Excel file. |
| 10.1 | Realize: Go Live Hypercare Support | Go Live Hypercare Support | Five (5) days remote Cloud Architect and Engineer support for OCSD to assist with troubleshooting, questions, and other configuration-specific support. Native. |
| **3.3 Project Close** | | | |
| 11.1 | Project Close | Project Closeout Meeting & Report | Lessons learned, confirmed deliverables, and KPI checkpoint for the project.  One (1) meeting, NTE one (1) hour.  One (1) MS PowerPoint presentation. |

**VII.** ~~System Support~~ CASK Reserve **shall provide the following**

Cask Reserve is a system support designed to provide OCSD with a flexible resource and service model to accommodate varying and unique needs on the ServiceNow platform. Those needs may include: technical and process advisory, strategic consulting, architectural design, incident resolution, end user service requests, troubleshooting, maintenance, configuration changes, and development of enhancements to core platform capabilities and live production applications.

Cask Reserve is a fixed fee managed service that provides OCSD with access to all of Cask's ServiceNow certified professionals and skilled subject matter experts through a monthly fund allotment. Cask shall invoice OCSD for system support pursuant to the rates defined in Attachment B Compensation and Pricing Provisions, Section 2 Fees & Charges, Sub- Section C. System Support.

**OCSD Responsibilities**

- OCSD shall provide a named point of contact who will have overall responsibility for managing and coordinating the performance of the party it represents in a prompt and professional manner
- OCSD point of contact shall communicate no less than monthly with the SDM at regular intervals to review progress and resolve any issues relating to the Engagement
- OCSD shall provide the appropriate admin level access needed for the Cask Managed Services team

OCSD shall provide approval of the level of effort and scope of enhancements prior to development starting. Changes to scope after approval may impact the level of effort and time to completion

- OCSD shall be responsible to work with the SDM to ensure that there is an appropriate number of requests being entered to consume all the monthly contracted dollars
- OCSD shall be responsible for any configuration necessary outside of the ServiceNow platform related to current 3rd party integrations
- OCSD shall not alter Cask's update sets or configurations therein
- OCSD shall be responsible to have the required software and licenses needed to complete the effort and outcomes
- OCSD shall utilize the Standard ServiceNow role and object based access control model for securing individual data elements, records and tables to the appropriate logged in user
- OCSD shall notify Cask in advance of any planned changes to the ServiceNow System and or Platform
  - These changes include but are not limited to code changes, cloning in or out of the environment, installation of patches/upgrades
  - Cask and OCSD will need to have mutual agreement on the date/time of any ServiceNow system or platform changes to ensure that the changes do not impact this engagement
  - If changes are made without mutual consent, costs and timelines may be impacted
- System Access:
  - OCSD will provide Cask full access to the ServiceNow environment from Day 1 of the engagement, unless otherwise agreed
  - During the engagement, if other resources need to be brought on to satisfy the scope of work requested, OCSD will provide the requested access in a timely manner
- External Systems:

- ○ ServiceNow can connect to git-related repositories to manage versioning of built and deployed applications. OCSD will provide repositories and credentials to utilize this functionality for global and scoped applications

**Assumptions**

- IP based access controls are out of scope
- All Services shall be performed directly into OCSD's ServiceNow instance. At no time will Cask ingest any OCSD Data or hold any OCSD Data. All work shall be focused on OCSD's instance(s) of ServiceNow
- OCSD assumes and understands that ServiceNow is a cloud platform and may have known and unknown vulnerabilities. It is assumed that OCSD's IT Security team will be actively monitoring the system's access, patches, and vulnerabilities on an ongoing basis and has full responsibility for ensuring effective safeguards are in place and operational
- All work shall be completed remotely
- Cask Reserve shall be limited to operational work that does not require a project manager, doesn't have typical project elements such as strict deliverables and deadlines
- If an OCSD request involves a significant expansion of the platform, such as implementing/configuring a new module or product that is not currently implemented or in use, it will be scoped and sold separately from the Cask Reserve service. Any exceptions are subject to Cask approval.

## VIII.  Service Location, Contact and Business Hours

County of Orange
Sheriff Coroner/Technology Division
840 North Eckhoff St. Suite 104
Orange, CA  92868-1051
Ph: 714-704-7911
Attn: Casey Ginther
Email: CGinther@ocsheriff.gov

Work Hours & Days

- All work will be performed during normal business hours defined as Monday through Friday 8am – 5pm (Pacific Time) and excluding County holidays.
- Any work requested outside of normal business hours must be previously arranged and mutually agreed upon at least two (2) business days in advance.

County holidays are as follows:

| New Year's Day | Martin Luther King's Birthday | Lincoln's Birthday |
|---|---|---|
| President's Day | Memorial Day | July 4th- Independence Day |
| Labor Day | Native American Day ~~Columbus Day~~ | Veteran's Day |
| Thanksgiving Day & Friday after | Christmas Day | ------ |

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for professional services as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. HRSD Phase 1 Professional Service Fees

| Contractor's Role | Rate | Extended |
|---|---|---|
| Subject Matter Expert (Client Architect) | $252.00 | $8,568.00 |
| Engagement Manager | $210.00 | $65,100.00 |
| HRSD Senior Advisor | $216.00 | $34,560.00 |
| HRSD Cloud Architect | $235.00 | $86,950.00 |
| HRSD Advisor | $156.00 | $45,240.00 |
| HRSD Platform Engineer | $174.00 | $66,120.00 |
| UX/UI Senior Advisor | $216.00 | $25,920.00 |
| UX/UI Senior Platform Engineer | $207.00 | $41,400.00 |
| HRSD Phase 1 Professional Service Fees not to exceed amount per payment schedule: | | $373,858.00 |

c. **Attachment B, Payment and Compensation Provisions, Section 2. Fees and Charges, is amended in part as follows:**

B. **Payment Schedule for Milestones and Tasks**
Pursuant to the following payment schedule, the County shall make payments upon completion of each Milestone within the specified time Duration (and no later than any Deadline)

| Milestones and Tasks | Progress Payment | Amount | Status |
|---|---|---|---|
| Milestone 1 Contract Signature | 20% payment | $ 74,771.60 | Completed |
| Milestone 2 Project Kick Off | 20% payment | $ 74,771.60 | Completed |
| Milestone 3 Go Live Hand Over | 20% payment | $ 74, 771.60 | Completed |
| Milestone 4 Project Close | 40% payment | $ 149,543.20 | Completed |

*First Milestone shall start upon execution of the Contract and Finish (Deadline) Dates shall be within the duration period as specified.

| Milestones and Tasks | Duration | *Finish Date No later than | Status |
|---|---|---|---|
| **Milestone 1** Contract Signature (Upon approval of the Board and final executing of contract) | | Within 15 days | Completed |
| Contract Execution | | | |
| Logistic Meeting | 2-3 hours | | |
| Integrated master project plan that includes planning, sprint demo dates, and applicable dependencies, tasks, and deliverables. | | | |
| **Milestone 2** Project Kick Off | | Estimated date 5/1/23 (within 60 days) | Completed |
| Introduces Contractor Project Team and level sets expectations across executive sponsors, stakeholders, and OCSD team members; discussion project vision, goals and scope; walkthrough of Project Schedule activities, timeline, and expected outcomes. | | | |
| Foster communication, maximize transparency, and consistently validate our team is executing in accordance with the Project Plan, project vision, and requirements.  Summarize work accomplished, raise concerns and/or issues and discuss proposed resolutions.  Capture new action items and status updates of previously assigned action items. | | | |
| Updated in accordance with project progress, as applicable. Virtual meeting across OCSD and Contractor project leaders to support the successful delivery of current project and provide guidance and thought leadership to OCSD in alignment with future goals A Stage Gate acceptance document will be executed by OCSD to confirm OCSD capability required for forthcoming project activities and tasks Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined above. | | | |
| **Milestone 3** Go Live Hand Over | | Estimated date 9/1/2023 (within 120 days) | Completed |
| Checklist that details preparation activities to support successful Go Live.  Supported completion ensures all dimensions of Go Live are achieved for a smooth transition to | | | |

| Milestones and Tasks | Duration | *Finish Date No later than | Status |
|---|---|---|---|
| an operational state. | | | |
| Project team support services guiding migration of update sets to Production and supporting resolution of break/fix issues. Five (5) bus. days | | | |
| **Milestone 4** | | Estimated date 9/15/23 (within 14 days) | Completed |
| Details lessons learned and program successes; confirms delivery and acceptance of any outstanding deliverables; reviews KPIs and any pending action items. | | | |

## C. System Support

Rate Card – Effective through December 31, 2023

| DIR Role | Hourly Rate |
|---|---|
| Program Manager | $232.00 |
| Engagement Manager (Service Delivery Manager) | $211.00 |
| Project Coordinator | $138.00 |
| Senior Advisor | $291.00 |
| Advisor | $206.00 |
| Cloud Architect | $240.00 |
| Senior Platform Engineer | $214.00 |
| Platform Engineer | $178.00 |
| Platform Administrator | $141.00 |
| Tech Writer | $98.00 |

Modified Rate Card – Effective on January 1, 2024

| DIR Role | Hourly Rate |
|---|---|
| Program Manager | $227.00 |
| Engagement Manager (Service Delivery Manager) | $206.00 |
| Project Coordinator | $135.00 |
| Subject Matter Expert | $285.00 |
| Senior Advisor | $252.00 |
| Advisor | $202.00 |
| Cloud Architect | $235.00 |

| | |
|---|---|
| Senior Platform Engineer | $210.00 |
| Platform Engineer | $174.00 |
| Platform Administrator | $138.00 |
| Tech Writer | $96.00 |
| ~~Unit of Measure~~ | ~~Monthly Pricing~~ |
| ~~36 mos.~~ | ~~$ 31,323~~ |

| Item | Associated Fee |
|---|---|
| Original Monthly Fee / Capacity: | $31,323.00 |
| Increased Capacity Fee per Month effective 1/1/24: | $31,323.00 |
| Modified Monthly Fee / Capacity effective 1/1/24: | **$62,646.00** |

This increase in capacity shall be effective January 1, 2024, and extend through the date of completion of the full three (3) year term of the Contract on April 30, 2026. The modified monthly fee increase and corresponding capacity shall be applied to the following quantity of months:

| Item | Quantity of Months |
|---|---|
| Year 1 -- January 1, 2024 - April 30, 2024 | Four (4) months |
| Year 2 -- May 1, 2024 - April 30, 2025 | Twelve (12) months |
| Year 3 -- May 1, 2025 - April 30, 2026 | Twelve (12) months |
| **Total Applicable Months Subject to Increased Capacity Fees:** | **Twenty-Eight (28) Months** |

The increased monthly capacity fees applied to the applicable months shall therefore extend the cost of the effort as follows:

| Capacity Fee per Month | Applicable Months | Fees |
|---|---|---|
| $62,646.00 | Twenty-Eight (28) | $1,754,088 |
| $31,323.00 | Eight (8) | $250,584.00 |
| | | TOTAL $2,004,672 |

**Contract amount shall not exceed $624,442 for the Contract term of March 28, 2023 through and including December 31, 2023**

**Contract amount shall not exceed $1,754,088 for the Contract term of January 1, 2024 through and including April 30, 2026**

If in the performance of work and due to circumstances unforeseen or unknown during the development of this Statement of Work and assumed effort, Contractor determines that the requested work cannot be accomplished in the hours detailed above, Contractor shall notify OCSD as soon as reasonably possible in writing with an estimate of the additional hours to

complete the requested work in full. Upon receipt of such notification, OCSD and Contractor may modify the requested scope to define tasks that can be accomplished within the remaining work hours, or, extend Contractor's effort to accomplish the requested scope of work in full. Any modifications will be made by mutual agreement of the contracting parties through written contract amendment, which shall not be effective until executed by both Parties.

- OCSD is permitted to exceed the current month's funds by up to 10%. In doing so, OCSD may borrow funds from the next month's allotment, thereby reducing the following month's allotment of funds by the amount of overage incurred.
- As an alternative, OCSD may choose to incur an additional invoice for the overage fees. Overage which occurs during the final month of the subscription term will be invoiced separately.
- OCSD may carry over unused funds from the current month's funds to the next month, not exceeding 10% of the monthly allotment.

3.  Price Increase/Decreases:  No price increases will be permitted during the first year of the contract.  The County requires documented proof of cost increases on Contracts prior to any price adjustment.  A minimum of 30-days advance notice in writing is required to secure such adjustment.  No retroactive price adjustments will be considered.  All price decreases will automatically be extended to the County of Orange.  The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit.  The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4.  Firm Discount and Pricing Structure:  Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope.  Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

5.  Contractor's Expense:  The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract

6.  Payment Terms:

    **A. HRSD Phase 1 Professional Service-** Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Professional Service will be submitted monthly in arrear  to the user agency/department to the ship-to address, unless otherwise directed in this Contract.  Vendor shall reference Contract number on invoice.  Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

    **B. Payment Schedule for Milestone and Task- [Completed]** Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Payment schedule for

Milestone and Task will be submitted monthly in arrear to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

**C. System Support -** Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Support will be submitted monthly in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor's name and address
   b. Contractor's remittance address, if different from 1 above
   c. Contractor's Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) or Purchase Order (PO) number
   g. Agency/Department's Account Number
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

Invoice and support documentation are to be forwarded to:

County of Orange
Sheriff Coroner/Technology Division
840 North Eckhoff St. Suite 104
Orange, CA 92868-1051
Email invoices to: Technologyinvoices@ocsheriff.gov

9.    Payment (Electronic Funds Transfer (EFT)
The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10.    Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

Texas Contract No. DIR-CPO-4706

Attachment D

**COUNTY OF ORANGE**
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Application or Solicitation Number: _____

Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Board of Supervisors or to any County Agency Officer within the preceding 12 months by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No_____

**If no**, please sign and date below.

**If yes,** please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:
- o The Applicant           Yes___        No ___
- o Subcontractor           Yes___        No ___
- o The Applicant's agent/ or lobbyist  Yes___        No ___

**Note:** Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

_____

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any

of the applicant's proposed subcontractors or the applicant's agent or lobbyist <u>after</u> the date of signing this disclosure form, and within 12 months prior to and following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

_____        _____
Date                                                                            Signature of Applicant

_____        _____
Print Firm Name, if applicable                                Print Name of Applicant


## ORANGE COUNTY BOARD OF SUPERVISORS
## AND COUNTY AGENCY OFFICERS

### <u>Board of Supervisors</u>

Doug Chaffee, Chairman, Fourth District

Donald P. Wagner, Vice Chairman, Third District

Andrew Do, First District

Katrina Foley, Second District, Supervisor-Elect, Fifth District

Lisa A. Bartlett, Fifth District

Vicente Sarmiento, Supervisor-Elect, Second District


### <u>County Agency Officers</u>

Claude Parrish, Assessor

Hugh Nguyen, Clerk-Recorder

Todd Spitzer, District Attorney-Public Administrator

Don Barnes, Sheriff-Coroner

Shari A. Freidenrich, Treasurer-Tax Collector

Andrew Hamilton, Auditor-Controller