STATEMENT OF WORK

Project Name:	LakeCounty-2024.05-ServiceFresh	Seller Representative:
Customer Name:	LAKE COUNTY	Damian Gonzalez
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Date:	May 30, 2024	
Drafted By	Yvette Estelle	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and LAKE COUNTY ("**Customer**," and "**Client**,").

This SOW shall be governed by the OMNIA – Cobb County - Technology Product Solutions and Related Services between CDW Government LLC and Cobb County, Georgia, dated May 1, 2023, as amended (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT SCOPE

Purpose

This agreement, by and between Provider and Customer is a statement of work ("SOW") detailing the services ("Services") that Provider agrees to provide to Customer. Nothing outside of this SOW shall be considered binding. Any changes or additions to the SOW must be in writing, signed by all parties, and added as an addendum to this SOW.

Executive Summary

Customer has requested Provider to provide assistance with Freshservice. This will include the design and enablement implementation of the following Freshservice modules/functions:

- General Settings/User Management
- IT Workspace:
    - Incident Management
    - Service Request Management
- Change Management
- Asset/Configuration Management (CMDB)

- Alert Management

Provider follows a rigorous project planning methodology that places a milestone at the end of each phase of the project. Provider will review the contents of each phase (Design & Document, Configure, UAT Remediation) with Customer and approval prior to moving to the subsequent phase is required. The purpose of each milestone is to ensure all work being executed is in accordance with Customer's needs/wants. This phase review approach by Provider will not be deviated from unless executive approval is provided.

Note: Freshservice Workspaces is a feature to support Enterprise Service Management (ESM) capabilities in the product. Unless otherwise specified in the delivery details below, the scope of this SOW is for one (1) Freshservice Workspace.

The following matrix is a list of services that Provider agrees to provide:

Overview

Service Description	Element	Milestones
Planning		
Project Planning		
Welcome Call	Planning	1
Core Components		
Provisioning		
General Settings/User Management	Design & Documentation	1
Configuration	Configuration	2
Major Processes		
IT Workspace		
IT Design	Design & Documentation	1
IT Configuration	Configuration	2
Change Management		
Change Management Design	Design & Documentation	1
Change Management Configuration	Configuration	2
Asset Management (Core)		
Asset Management Design	Design & Documentation	1
Asset Management Configuration	Configuration	2
Alert Management		
Alert Management Design	Design & Documentation	1
Alert Management Configuration	Configuration	2
Integrations		
Standard Integrations		
Marketplace App(s) (Azure AD, PagerDuty)	Integration	2

Freshservice Consulting		
Freshservice Consultant Assistance		
UAT Remediation	UAT Assistance	3
Freshservice Administrator Training	Training	4
Agent/Technician Training	Training	4
End-User Training	Training	4
Go Live Assistance	Go Live Assistance	5
SOW Management		
SOW Management		
Provider SOW Management	SOW Management	Included*
Total (Milestones): 5		

- The summary listed in the matrix above is intended only to identify what elements will be delivered, not necessarily the order of delivery. Actual scheduling will be the responsibility of Customer's SOW Manager.
- The SOW will not be scheduled until Provider receives the signed SOW and Customer PO or signed quote.
- Ticket Data Migration is not included unless specifically scoped for requirements and included in this SOW.

*SOW/Engagement Management (EM) time is included throughout the SOW.

Confidentiality Statement

Customer understands and acknowledges that the Confidential Information contained herein, has been developed or obtained by Provider through the contribution of time, effort, expense and creativity, and that the Confidential Information is a valuable, asset of Provider's which provides Provider with a significant advantage, therefore said Confidential Information needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Customer agrees to not disclose and hold in confidence the Confidential Information to any person or entity without the prior written consent of Provider. If it appears that Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this SOW, Provider shall be legally entitled to an injunction to restrain Recipient from disclosing, in whole or in part, the Confidential Information. Provider shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

SOW Details

Welcome Call
Project Phase: Review
Delivery Synopsis:

Welcome Call

The purpose of this session is to introduce Customer to the assigned Provider Professional Services (PS) Team and review SOW details. The Consultant will discuss the in-scope modules/functions and verify Customer readiness.
 	
Delivery Activities:
 	
• SOW Manager will welcome Customer and discuss the following items:
 	
    o SOW Plan.
    o Weekly meeting(s).
    o Consultant introduction.
 	
• Consultant led pre-tech discussion:
 	
    o System Access Review.
    o URL Review.
    o Instance Review.
    o Asset Population Review.
    o Marketplace App/Integration Review.

Required Resources	• Provider Resource(s): Senior Consultant. • Customer Resource(s): ITSM Sponsor(s), Systems Administrator(s), Stakeholder(s).
Customer Responsibility	• Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. • Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.
Provider Responsibility	• Provider will introduce Customer to PS Team and review Customer readiness.

General Settings/User Management- Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review Customer's Freshservice general settings and user management. Provider will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.

- Review standard implementation process.

- Verify SOW objectives.

- Review and discuss current and future process(es).

- Discuss Critical Success Factors and Key Performance Indicators.

- Collect team input on action items, questions, and change items.

- Discuss priorities and sequencing to ensure work is completed in the allotted time.

- Plan and document the following items in the Design Document:

    o Discuss Helpdesk Security.

    o Discuss Helpdesk rebranding (standard out-of-box design options).

    o Discuss Support Channels (standard out-of-box channels only - portal, email, etc.).

    o Discuss Business Hours (up to five (5)).

    o Review Email Notifications (up to five (5) standard out-of-box notifications only).

    o Discuss Groups (up to fifteen (15) Agent Groups and up to five (5) Requestor Groups).

    o Discuss Roles (up to ten (10)).

    o Discuss Language Packs (up to one (1) additional).

    o Determine Service Account(s) to be used in all system functions, including any API integration.

    o Discuss user import methods:

        ▪ One-time import via CSV import **or** scheduled probe import **or** via Freshservice Marketplace App.

        ▪ Determine users to convert to Agents (up to twenty-five (25)).

Note: Customer is responsible for providing accurate data and remediation for user import.

Required Resources	- Provider Resource(s): Senior Consultant - Customer Resource(s): ITSM Sponsor, Systems Administrator, Stakeholders

General Settings/User Management- Design

Customer Responsibility	• If additional language(s) are required, Customer is responsible for all translations of default English language to the target language(s) for all required components (e.g., email notifications, solutions, etc.). This SOW assumes English language support only unless scoped specifically in this SOW. • Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. • Review and approve the Design Document. • Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.
Provider Responsibility	• Complete the Delivery Activities described above, with participation from Customer, as detailed above. • Provider will complete the Design Document based on the Business Requirements received from Customer during the Design Workshop session(s). This Design Document is an Item and Service for this SOW.

IT Workspace - Design

Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review Customer's IT Workspace (Incident & Service Request Management) business requirements. Provider will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.

- Review standard implementation process.

- Verify SOW objectives.

- Review and discuss current and future process(es).

- Discuss Critical Success Factors and Key Performance Indicators.

- Collect team input on action items, questions, and change items.

- Discuss priorities and sequencing to ensure work is completed as outlined in the SOW.

- Plan and document the following items in the Design Document

    o Default Priority Matrix.

    o Business Rules for form (up to five (5)).

    o Customize form fields (up to ten (10) custom fields).

    o Service Level Agreements (SLA) (up to four (4)).

    o Customize top level Categories (up to seven (7)):

- Sub-categories (up to seven (7) per Category):
  - Items (up to five (5) per Sub-category).
- Custom Statuses (up to five (5) custom statuses).
- Closure Rules.
- Supervisor Rules (up to five (5)).
- Customer Survey (up to one (1)).
- Templated items:
  - Canned Responses (up to five (5)).
  - Form Templates (up to five (5)).
  - Scenario Automations (up to five (5)).
  - Scheduler (up to five (5)).
- Service Catalog:
  - Service Categories (up to ten (10)).
  - Service Items (up to twenty-five (25)).
- Reports:
  - Out-of-box reports using existing or templated widgets (up to five (5)).
  - Customer-specific reports (up to four (4) with up to two (2) widgets per report, Pro and Enterprise plans only).
- Automations (up to eight (8) with up to ten (10) nodes, limited to four (4) node types: Event, Condition, Action, Reader).

<u>Required Resources</u>	- Provider Resource(s): Senior Consultant. - Customer Resource(s): ITSM Sponsor; Process Owner; Systems Administrator.
<u>Customer Responsibility</u>	- Provide approved Business Requirement documentation detailing Customer's IT Workspace (Incident & Service Request Management) processes. These documents can include current policies, processes, and work instruction related to Customer's Incident & Service Request Management process requirements. - Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. - Ensure SOW sponsor(s), stakeholder(s), and other internal Customer resources attend the Incident Management planning session(s). - Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.

IT Workspace - Design	
Provider Responsibility	• Complete the Delivery Activities described above, with participation from Customer, as detailed above. • Provider will complete the Design Document based on the Business Requirements received from Customer during the Design Workshop session(s). This Design Document is an Item and Service for this SOW.

Change Management - Design
Project Phase: Design Workshop

Delivery Synopsis:

The purpose of this session is to review Customer's Change Management business requirements. Provider will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.

- Review standard implementation process.

- Verify SOW objectives.

- Review and discuss current and future process(es).

- Discuss Critical Success Factors and Key Performance Indicators.

- Collect team input on action items, questions, and change items.

- Discuss priorities and sequencing to ensure work is completed as outlined in the SOW.

- Plan and document the following items in the Design Document:

  o Change Management form fields (up to ten (10) custom fields).

  o Business Rules for Change Form (up to five (5)).

  o Change Lifecycle (up to four (4) out-of-box).

  o Change Advisory Board (CAB) (up to four (4)).

  o Reports:

    ▪ Out-of-box reports using existing or templated widgets (up to three (3)).

    ▪ Customer-specific reports (up to two (2) with up to two (2) widgets per report, Pro and Enterprise plans only).

  o Automations (up to four (4) with up to ten (10) nodes, limited to four (4) node types: Event, Condition, Action, Reader).

Required Resources	• Provider Resource(s): Senior Consultant. • Customer Resource(s): ITSM Sponsor; Process Owner; Systems Administrator.

Change Management - Design	
<u>Customer Responsibility</u>	• Provide approved Business Requirement documentation detailing Customer's Change Management processes. These documents can include current policies, processes, and work instruction related to Customer's Change Management processes requirements. • Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. • Ensure SOW sponsor(s), stakeholder(s), and other internal Customer resources attend the Change Management planning session(s). • Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.
<u>Provider Responsibility</u>	• Complete the Delivery Activities described above, with participation from Customer, as detailed above. • Provider will complete the Design Document based on the Business Requirements received from Customer during the Design Workshop session(s). This Design Document is an Item and Service for this SOW.

Asset Management (Core) - Design
Project Phase: Design Workshop

<u>Delivery Synopsis</u>:

The purpose of this session is to review Customer's Asset Management business requirements. Provider will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

<u>Delivery Activities</u>:

- Kick-off meeting including formal personnel introductions.

- Review standard implementation process.

- Verify SOW objectives.

- Review and discuss current and future process(es).

- Discuss Critical Success Factors and Key Performance Indicators.

- Collect team input on action items, questions, and change items.

- Discuss priorities and sequencing to ensure work is completed as outlined in the SOW.

- Plan and document the following items in the Design Document:

  o Asset Inventory (CMDB).

    ▪ Locations (up to sixty (60)).

    ▪ Discovery:

      • Assist with Probe/Agent configuration, if applicable.

Asset Management (Core) - Design

- Asset Types & Fields:
  - Custom Asset fields (up to ten (10) custom fields).
- Reports:
  - Out-of-box reports using existing or templated widgets (up to three (3)).
  - Customer-specific reports (up to two (2) with up to two (2) widgets per report, Pro and Enterprise plans only).
- Automations (up to four (4) with up to ten (10) nodes, limited to three (3) node types: Event, Condition, Action).

Note: Unless otherwise specified in this SOW, Cloud Management, SaaS Management, Relationship types, asset relationships, Contracts, Software, Financial Management, Vendors, and Purchase Orders are considered out of scope.

Freshworks discovery methods via agent or probe require additional asset licensing.

<u>Required Resources</u>	- Provider Resource(s): Senior Consultant. - Customer Resource(s): ITSM Sponsor; Process Owner; Systems Administrator.
<u>Customer Responsibility</u>	- Provide approved Business Requirement documentation detailing Customer's Asset Management processes. These documents can include current policies, processes, and work instruction related to Customer's Asset Management processes requirements. - Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. - Ensure SOW sponsor(s), stakeholder(s), and other internal Customer resources attend the Asset Management planning session(s). - Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.
<u>Provider Responsibility</u>	- Complete the Delivery Activities described above, with participation from Customer, as detailed above. - Provider will complete the Design Document based on the Business Requirements received from Customer during the Design Workshop session(s). This Design Document is an Item and Service Provided for this SOW.

Alert Management - Design

Project Phase: Design Workshop

Alert Management - Design

Delivery Synopsis:

The purpose of this session is to review Customer's Alert Management business requirements. Provider will provide best practice guidance while ensuring that all applicable functionality of the Freshservice solution is utilized.

Delivery Activities:

- Kick-off meeting including formal personnel introductions.

- Review standard implementation process.

- Verify SOW objectives.

- Review and discuss current and future process(es).

- Discuss Critical Success Factors and Key Performance Indicators.

- Collect team input on action items, questions, and change items.

- Discuss priorities and sequencing to ensure work is completed as outlined in the SOW.

- Plan and document the following items in the Design Document:

    o Alert integrations:

        ▪ Pre-built (OOB) integrations (up to three (3)).

        ▪ Webhook integrations (up to two (2)).

        ▪ Email integrations (up to three (3)).

    o Alert Rules (up to five (5)).

Note: Customer must ensure third-party monitoring tools subject matter experts (SME) are present for the design session and to assist with the configuration if necessary.

Required Resources	- Provider Resource(s): Senior Consultant.. - Customer Resource(s): ITSM Sponsor; Process Owner; Systems Administrator; Third-party Monitoring Tool(s) SME(s)
Customer Responsibility	- Provide approved Business Requirement documentation detailing Customer's Alert Management processes. These documents can include current policies, processes, and work instruction related to Customer's Alert Management processes requirements. - Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. - Ensure SOW sponsor(s), stakeholder(s), and other internal Customer resources attend the Alert Management planning session(s). - Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.

Alert Management - Design	
Provider Responsibility	• Complete the Delivery Activities described above, with participation from Customer, as detailed above. • Provider will complete the Design Document based on the Business Requirements received from Customer during the Design Workshop session(s). This Design Document is an Item and Service Provided for this SOW.

Freshservice Configuration	
Project Phase: Configuration	

Delivery Synopsis:

The purpose of this session is to configure and perform knowledge transfer of the Freshservice environment as outlined in the delivered design workshops as documented in the approved and executed Design Document.

Delivery Activities:

During this time, the Freshservice environment will be configured by Provider, based on delivered design workshop(s) and as documented in the executed Design Document. Demonstration(s) of the delivered configuration will be provided, as required, for validation and knowledge transfer prior to UAT of delivered module(s).

The following processes are in scope for this configuration:

General Settings/User Management.

IT Workspace:

> o Incident Management.

> o Service Request Management.

Change Management

Asset/Configuration Management (CMDB).

Alert Management.

Note: The Design Document must be signed by Customer before the configuration can take place. Provider requires a milestone to be scheduled at the end of each phase. A meeting will be held with Customer to review what has been completed and written approval prior to moving to the next phase is required. Provider Consultant will not move forward without written approval.

Required Resources	• Provider Resource(s): Senior Consultant. • Customer Resource(s): Systems Administrator.

Freshservice Configuration	
Customer Responsibility	• Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources. • As this is a **Fixed Price** SOW, Customer is responsible for any configuration of Freshservice processes or settings that are not documented in the executed Design Document.
Provider Responsibility	• Provider will configure as much of the Freshservice system as listed above and in the Design Document. • Provider will provide demonstration(s) of the configured system per the approved Design Document.

App Integration	
Project Phase: Integration	

Delivery Synopsis:

Provider will work with Customer to review the Freshworks Marketplace and available apps and to install and configure the Marketplace app(s) as listed below.

Delivery Activities:

- Review Freshservice Marketplace and relevant available apps.
- Configure the following Marketplace app(s) in Customer's Freshservice instance.
    - Azure Active Directory Provisioning (SCIM).
    - PagerDuty.
    - Service Bot for Microsoft Teams.

Note: Consultant will install and configure the apps only. This SOW does not allow for additional or advanced integration beyond what the out of the box (OOTB) connector provides, including workflows.

Items listed above are only applicable if included in plan purchased from Freshservice.

Required Resources	• Provider Resource(s): Senior Consultant. • Customer Resource(s): ITSM Sponsor; Process Owner; Application Owner(s), Systems Administrator(s).
Customer Responsibility	• Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed.
Provider Responsibility	• Install and configure the connectors as described above.

UAT Remediation Assistance
Project Phase: UAT Remediation Assistance

Delivery Synopsis:

The purpose of User Acceptance Testing (UAT) is for Customer to validate the final Software configuration and all required functionality matches what was detailed in the Design Document before going live.

UAT Assistance is provided remotely unless otherwise identified/requested in the SOW.

Delivery Activities:

- Customer-led UAT should run as follows:
    - Customer has up to two (2) weeks to validate design and configuration.
    - Provider will review and validate Customer UAT Remediation log items as documented in the approved Design Document.
    - Remediation of issues identified as misconfiguration based on the validated UAT remediation log.

Note: Proper User Acceptance Testing is ultimately the responsibility of Customer. Provider Consultant can assist with some initial direction regarding how to plan for UAT and can be available to address issues when applicable.

Items identified in UAT for remediation that are not included in approved documentation are considered out of scope.

Required Resources	• Provider Resource(s): Senior Consultant. • Customer Resource(s): ITSM Sponsor; Process Owner; Systems Administrator; Agents; Customers.
Customer Responsibility	• Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for UAT remediation activities as needed. • Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.
Provider Responsibility	• Provider will work with Customer in the remediation of issues identified during Customer-led UAT as described above.

Administrator Training
Project Phase: Training

Delivery Synopsis:

Admin training will include:

- Review of product features and administrative interface, to include modules configured during the SOW, not to exceed two (2) hours.

Administrator Training	
Required Resources	• Provider Resource(s): Senior Consultant. • Customer Resource(s): Systems Administrator(s).
Customer Responsibility	• Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed. • Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.
Provider Responsibility	• Provider will provide a product orientation to Customer's Freshservice administrators as described above.

Freshservice Agent/Technician Training	
Project Phase: Training	

Delivery Synopsis:

Agent/Technician training will include:

- Introduce Customer's Agents/Technicians to a new Freshservice system.

- Provider Consultant will work with Customer to set an appropriate agenda that fits the content configured in this SOW not to exceed eight (8) hours.

Note: This time is typically focused on covering how an agent would perform daily tasks with the new Freshservice system for all processes/modules delivered in this SOW. No training material or documentation will be provided for these sessions. It is assumed that following along within the system itself is adequate for this SOW.

Required Resources	• Provider Resource(s): Senior Consultant. • Customer Resource(s): ITSM Sponsor(s); Process Owner(s); Systems Administrator(s).
Customer Responsibility	• Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for scheduled activities as needed.
Provider Responsibility	• Provider will train Agents/Technicians as described above.

End-User Orientation	
Project Phase: Training	
Delivery Synopsis:	

End-User Orientation

Provider will provide review/Q&A sessions for end user training in Customer's environment, demonstrating day-to-day activities such as ticket submission, self-service portal use, etc. Customer may record these sessions for future training purposes.

Delivery Activities:

- Review/Q&A session(s) for end user training in Customer's environment not to exceed one (1) hour.

Required Resources	• Provider Resource(s): Senior Consultant. • Customer Resource(s): ITSM Sponsor; Stakeholders; Process Owner(s); Systems Administrator(s); Agent(s), Customer(s).
Customer Responsibility	• Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.
Provider Responsibility	• Provider will work with Customer to provide end user training as described above.

Go-Live Support

Project Phase: Go-Live

Delivery Synopsis:

The purpose of this session is to assist Customer with the "Go-Live" of their fully configured Freshservice environment. Provider's Senior Consultant will work with Customer's Administration Team to address any technical issues that may occur during the operational transition, not to exceed eight (8) hours.

Delivery Activities:

- Review the completed process(es) and identify issues that may arise due to the increased volume of tickets.

- Provide support and triage for Product technical issues that may arise.

  - Some technical issues may fall outside the purview of Provider's ability to assist. Escalation to Vendor support may be required.

- Provide best practice guidance/recommendations based on Customer feedback from the implemented process(es).

- Provide recommendations for the next phase in Customer's environment, if applicable.

- Facilitate transition from SOW/project to the appropriate technical support staff.

Required Resources	• Provider Resource(s): Senior Consultant. • Customer Resource(s): ITSM Sponsor; Stakeholders; Process Owner(s); Systems Administrator; Agents, Customers.

Go-Live Support	
Customer Responsibility	• Coordinate SOW sponsor(s), stakeholder(s), and other internal Customer resources and logistics for go-live activities as needed. • Plan, manage, and execute all internal communications with SOW sponsor(s), stakeholder(s), and other internal Customer resources.
Provider Responsibility	• Provider will work with Customer during the transition of their environment to production as described above.

SOW/Engagement Management
Project Phase: Plan

Delivery Synopsis:

In addition to the services defined within the SOW Scheduling section of this SOW, Provider will provide a remote SOW/Engagement Manager to assist Customer. These services are delivered over the course of the SOW.

Additional services provided by SOW/Engagement Management:

- Oversee successful execution of multi-phase, multi-dimensional, and multi-resource (small to enterprise level) engagements.

- Manage potential risks and remediate as required.

Delivery Activities:

- General Communication: This consists of the general communication (e.g., email and phone calls) as needed for the project delivery to Customer.

- Project Work Plan (If needed): This will consist of tasks to be completed and is broken down by Phase, Summary Tasks, and Sub Tasks. It will show a visual representation of percentage of task completion, and scheduled start and end dates relative to project Summary Tasks. The Project Work Plan will be provided before the start of the SOW and updated accordingly throughout the SOW. Note: Provider utilizes SmartSheets as the source for Project Plan documentation.

- Status Report: The Status Report will outline tasks and phases completed, tasks scheduled to be completed, and list obstacles and/or roadblocks to be completed. The Status Report will be provided by the SOW/Engagement Manager at a time agreed upon by both Provider and Customer (up to one (1) per week).

- Action / Issues Log: Identifies risks surrounding the successful completion of engagements and solution mitigation. The Action / Issues Log will be provided prior to the start of an engagement. Risks identified by the Consultant after the engagement has started will be addressed with Customer directly and documented in the Status Report.

SOW/Engagement Management	
	• <u>Status Calls</u>: The SOW/Engagement Manager will facilitate up to one (1) checkpoint call per week. A meeting will be held with the Project Team, Stakeholders, and Customer upon project completion to discuss the Status Report and to answer Customer questions.
<u>Required Resources</u>	• Provider Resource(s): SOW/Engagement Manager. • Customer Resource(s): Sponsor(s), Process Owner(s), and Systems Administrator(s).
<u>Customer Responsibility</u>	• Coordinate internal Customer resources and logistics for scheduled activities. • Assist with the development of the Project Work Plan, Monitoring, and SOW project reporting. • Coordinate with SOW Sponsor(s), Stakeholder(s), and Customer Resources for logistical scheduled activities as needed. • Plan, manage, and execute all internal communications with SOW Sponsor(s), Stakeholder(s), and Customer Resources.

<u>Provider Responsibility</u>	• Provider will work with Customer to complete the following Items and Services Provided:
	    o Project Work Plan
	    o Status Report
	    o Actions / Issues Log

Assumptions and Exclusions

1. Work Schedule
    a. All work will be performed between normal business hours excluding public holidays in Customer's time zone:
        i. Unless otherwise requested, work will be performed remotely.
        ii. If onsite delivery is requested, a three (3) day minimum is required, and travel expenses will be applicable.
        iii. Work in the evenings or on the weekends, unless otherwise specified in this SOW, is out of scope.
        iv. The exact delivery time will be agreed upon during the pre-call or sooner.
        v. Not all work and/or tasks outlined in this SOW are customer-facing.

2. Minimum Delivery Blocks
    a. **Remote:** If work is to be performed remotely, it is assumed that work will be delivered in minimum continuous blocks of four (4) hours.
    b. **Onsite & Remote**: If Customer does not attend a scheduled session, without providing timely notice, the Cancellation Policy may apply, except in the occurrences that Customer and its resources are unavailable due to items covered in the Force Majeure section of this SOW.

3. Miscellaneous Assumptions
    a. Any specification, integration, or customization requests not captured in this SOW will not be in scope of the project.
    b. Newer versions of software becoming available during the course of the SOW will not be in the scope of this project.
    c. All business systems are healthy and require no remediation. Therefore, unless explicitly stated, the following scenarios are not in the scope of this project:
        i. Resolutions of problems arising from Customer's technology environment(s) (e.g., hardware failures, security, network issues, etc.).
        ii. Resolutions of problems arising from any third-party software.
        iii. Implementation of any required changes or optimizations to the production environment(s) where such changes are not specifically detailed in this SOW.
    d. No active support cases exist related to any products or dependent business systems being implemented in this project.
    e. Customer will perform the necessary tasks and responsibilities as described in Customer Responsibilities section of this SOW.
    f. If, during the course of the SOW, a product-related issue or bug is encountered that does not impair the delivery of the defined scope of work and Provider consultant cannot quickly resolve it, Customer will work with Support to resolve it outside of the SOW.
    g. Unless otherwise specified all configurations will leverage out of the box (OOTB) features and functionality. Customization of the software including scripting or API programming is out of scope.
    h. Consulting days are valid for a period of six (6) months from the time of Welcome Call and shall be planned with a minimum four (4) week notice to allow resourcing of Provider Consultants.
    i. Prepaid services are non-refundable.
    j. It is assumed that Customer will not make any changes to the design or configuration of the product prior to Go-Live. Customer Changes made to the product prior to Go-Live are not the responsibility of Provider.
    k. Customizations are the responsibility of Customer and must be maintained by Customer. Provider does not take ownership of any customized code whether generated by Customer or Provider Consulting Services. Serious consideration should be given to all customizations since it will require additional work during future migration or upgrade processes for new product versions.

Risks

The following section describes risks that should be considered throughout this project.

Please note the occurrences of risks outlined below can affect the scope and timeliness of the project and ultimately impact cost.

Risk	Probability	Impact	Impact To	Risk Response
Access to key Customer project resources and/or operational staff	Medium	High	Schedule Cost Quality	Project sponsor will communicate schedule and expectations and responsibilities to all project resources.
Scope changes	Low	High	Schedule Cost Quality	Follow Change Request process.

Software Failure	Low	High	Schedule Cost	Customer and/or Provider will engage vendor support as required.
Project schedule changes	Low	High	Resource Availability Schedule Cost	Follow Change Request process. Follow communication and escalation process to ensure project deadlines are met. Communicate changes with as much notice as possible.
Resource transitions	Low	High	Schedule Cost Quality	Follow communication and escalation process to ensure project deadlines are met. Communicate changes with as much notice as possible.
Non-project related timing delays such as operational requirements, vacation, training or medical	Low	High	Resource Availability Schedule Cost Quality	Clearly define the availability of internal Customer resources and communicate/define their roles in the project. Assign secondary resources to assist should the primary resource not be available.
Incomplete transition to Operations	Low	High	Schedule Cost Quality	Identify Operational Enablement requirements early in the project. Incorporate operational prerequisites into the project plan. Keep communication channels open with Operations to ensure smooth transition.

SOW Scheduling

Customer will be assigned an SOW/Engagement Manager for this Service SOW. If purchased, additional SOW/Engagement Manager Services will be listed in the SOW/Engagement Details section of this SOW. Provider SOW/Engagement Manager will be responsible for the following:

- Secure Provider technical resources pertinent to each SOW phase.
- Work with Customer's point of contact or project manager to schedule SOW.

Customer Responsibilities

In order to meet the objectives of this SOW, please review the following requirements as they apply to your SOW:

1. Customer personnel, hardware, software, and network resources referenced in this SOW will remain available and consistent. Changes or unplanned delays due to necessary resources that are unavailable may affect the estimated schedule and cost.
2. If the production environment is to be used, it is Customer's responsibility to notify internal stakeholders of the possibility of unplanned downtime.

3. Customer is responsible for scheduling the appropriate resources for the planning and training sessions. Provider can assist with this prior to the SOW starting.
4. If portions of this SOW are conducted onsite, Provider will require a meeting room with projector and internet access.
5. If necessary, Customer will provision Provider Consultant with appropriate access based on Corporate Security policy (VPN access, Remote access, etc.).
6. Provide timely response to requested information, including pre-visit information.
7. Provider follows a rigorous project planning methodology which places a milestone at the end of each phase of the project. Provider will review the contents of each phase (Design & Document, Configure, UAT Remediation) with Customer and approval prior to moving to the subsequent phase is required. The purpose of each milestone is to ensure all work being executed is in accordance with Customer's needs/wants. This phase review approach by Provider will not be deviated from unless executive approval is provided.

Provider Responsibilities

In order to meet the objectives of this SOW, please review the following requirements as they apply to your SOW:

1. Provider will provide subject matter experts who are suitably skilled to deliver the services as described within this SOW.
2. Provider will provide advisory consulting and Items and Services Provided as described in this SOW.
3. Provider will broker/mediate all interactions with Customer in good faith.

Change Control

Provider will, within reason, modify Items and Services Provider at Customer's request and focus efforts on the item(s) that Customer deems critical. In doing so, Customer acknowledges that such changes may affect the delivery of other Items and Services Provided.

To control changes to the SOW and changes to any previously approved Items and Services Provided, the following process will be used:

- All Project Change Requests (PCRs) will be submitted in writing. They will describe the change and include whatever rationale and/or estimated effect the change will have on the SOW.
- Customer's Project Manager and Provider's SOW/Engagement Manager will weigh the merits of the proposed change and approve or reject it.
- Approved changes will be incorporated into the SOW through written change authorizations (change orders), as appropriate.
- Any changes agreed upon by both parties will be facilitated by this process.

Customer is responsible for all penalties and charges resulting from changes to travel plans associated with the requested schedule change.

Cancellation Policy

Hours cancelled or rescheduled…	*Billable Costs*
…fifteen (15) business days or more prior to the scheduled engagement dates.	No additional Cancellation fees. In addition, actual cost of all non-refundable or change fees incurred for engagement travel expenses.

…six (6) to fourteen (14) business days prior to the scheduled SOW dates.	$1,197.50 Billable Cancellation fee. In addition, actual cost of all non-refundable or change fees incurred for SOW travel expenses.
…Less than six (6) business days prior to the scheduled SOW dates.	$2,395.00 Billable Cancellation fee In addition, actual cost of all non-refundable or change fees incurred for SOW travel expenses.

Force Majeure

Neither Party shall be liable to the other or responsible for nonperformance of any of the terms of this SOW due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such Party, including, but not restricted to, acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

The party affected by the force majeure event shall promptly notify the other party in writing of the occurrence and expected duration of the force majeure event, and the parties shall work together in good faith to mitigate the effects and resume performance as soon as practicable.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be $31,320.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Upon Signature	50%	$15,660.00
UAT, Admint training, Tech training, End User training, and Go-Live	25%	$7,830.00
Project Closure	25%	$7,830.00
Totals	**100%**	**$31,320.00**

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	Address
Lake County	18 N County St, Waukegan, IL 60085

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC   **LAKE COUNTY**

By: _____   By: _____

Name: _Services Contracts Manager_   Name: _____

Title: _Services Contract Manager_   Title: _____

Date: _____   Date: _____

Mailing Address: Mailing Address:

200 N. Milwaukee Ave.   18 N COUNTY ST FL 8, ACCOUNTS PAYABL

Vernon Hills, IL 60061   WAUKEGAN, IL 60085-4304