

CARAHSOFT 'S RESPONSE TO THE

# Williamson County



## ServiceNow Statement of Work

Carahsoft SOW [REDACTED]

**ServiceNow [Subject]**

Tuesday, October 10, 2023



CARAHSOFT TECHNOLOGY CORPORATION

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# 1. Introduction

This Statement of Work (hereinafter referred to as “SOW”) effective as of October 11, 2023 (“Effective Date”), by and between Williamson County (hereinafter “Williamson County”) and Carahsoft (hereinafter “Carahsoft”) each individually a “Party” and collectively the “Parties”, is a binding agreement for Services, provided by InSource, Inc. (hereinafter “InSource”), entered into pursuant to and governed by the terms and conditions of the TX DIR TSO 4288 contract by and between the Parties.

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

## 2.

# 3. Service Definition

Williamson County has identified the need to engage ServiceNow resource(s) in support of the development of its ServiceNow instance. The InSource ServiceNow Support Services can be used in any Advisory, Enhancement, capacity to support Williamson County with the ServiceNow Platform

InSource will provide, as part of this Support Services Agreement:

**Support Services** – incident/problem resolution and management support for issues experienced on the ServiceNow platform.

**Enhancement Services** – technical configuration support for customer or third party led implementation projects to deploy additional ServiceNow application and platform functionality.

### 3.1 Support Services

Examples of Support Services Available		
Incident/Problem Resolution	<ul style="list-style-type: none"> <li>Level 2 / Level 3 support for ServiceNow Incident resolution</li> </ul>	<ul style="list-style-type: none"> <li>Level 2 / Level 3 support for ServiceNow Problem resolution and Root Cause Analysis (RCA)</li> </ul>
Incident/Problem Management	<ul style="list-style-type: none"> <li>Interface with ServiceNow support Incident/Problem resolution/reporting</li> </ul>	<ul style="list-style-type: none"> <li>Management of open issues in the ServiceNow HI system</li> </ul>

### 3.2 Enhancement Services

Examples of Enhancement Services Available		
Users, Groups & Role Administration	<ul style="list-style-type: none"> <li>Create/modify users</li> <li>Create/modify groups</li> </ul>	<ul style="list-style-type: none"> <li>Create/modify roles</li> <li>User roles audit reporting</li> </ul>
IT Service Management, IT Operations Management and Platform Applications	<ul style="list-style-type: none"> <li>Personalize forms</li> <li>Personalize lists</li> </ul>	<ul style="list-style-type: none"> <li>Workflows</li> <li>Create/modify filters</li> </ul>
Service Catalog	<ul style="list-style-type: none"> <li>Create/modify catalog item(s)</li> <li>Create/modify approval workflows</li> </ul>	<ul style="list-style-type: none"> <li>Create/modify order guides/bundles</li> </ul>
Knowledge Management	<ul style="list-style-type: none"> <li>Add Knowledge Articles to The Knowledge Base</li> </ul>	<ul style="list-style-type: none"> <li>Import Knowledge Articles</li> </ul>

Importing/Exporting Data	<ul style="list-style-type: none"> <li>Create/modify data imports and transform maps</li> </ul>	<ul style="list-style-type: none"> <li>Import data from standard electronic file formats</li> </ul>
Events & Notifications	<ul style="list-style-type: none"> <li>Create/modify email notifications</li> </ul>	
Business Rules	<ul style="list-style-type: none"> <li>Develop/evaluate/update business rules</li> </ul>	
Workflows	<ul style="list-style-type: none"> <li>Develop/evaluate/update workflows</li> </ul>	
Scripting (JavaScript)	<ul style="list-style-type: none"> <li>Client and server scripting</li> </ul>	
Service Level Agreements (SLA)	<ul style="list-style-type: none"> <li>Create/modify SLAs</li> <li>Create/develop/publish SLA reporting</li> </ul>	<ul style="list-style-type: none"> <li>Update workflows to incorporate SLA management</li> </ul>
Email Actions	<ul style="list-style-type: none"> <li>Create inbound email actions</li> </ul>	<ul style="list-style-type: none"> <li>Create outbound email actions</li> </ul>
Reports & Homepages	<ul style="list-style-type: none"> <li>Create/modify reports</li> <li>Create/modify gauges</li> </ul>	<ul style="list-style-type: none"> <li>Create/modify homepages</li> </ul>
User Interface	<ul style="list-style-type: none"> <li>Create/modify Employee Self Service Portal</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>Create localization</li> <li>Create/modify user interface for ServiceNow platform</li> </ul>
Social	<ul style="list-style-type: none"> <li>Activate/structure LiveFeed</li> </ul>	<ul style="list-style-type: none"> <li>Activate/structure Chat</li> </ul>

### 3.4 Deliverables

InSource will provide the following deliverables to Williamson County.

Deliverables	Frequency	Description
Service Report	On Demand	A listing of all services rendered can be obtained through viewing the cases within Customer Portal on a 24 x 7 x 365 basis.
Hours Balance Report	Weekly	A weekly statement of hours used and hours remaining.

### 3.5 Request Process & Service Level Agreement

The Williamson County Designated Service Contact (the requestor) will submit a request to InSource via our customer portal. Carahsoft/InSource will provide an estimate of the hours required to complete the request within two (2) business days after receiving the request (unless additional discussion with Williamson County is needed to understand the request). Any estimate that is deemed to require more than of 100 hours of work to complete may be excluded from this agreement and separate project SOW will be provided and communicated to Williamson County.

InSource will leverage a combination of Technical Consultants, Solution Analysts and a Service Manager to deliver the Support Services. Any hours performed by these individuals in support of the Williamson County will be deemed billable.

The Williamson County Designated Service Contact will authorize the service(s). InSource will assign the resource(s) and initiates fulfillment of the request.

When the request is ready for Williamson County testing, InSource will notify the Request contact for Williamson County to perform UAT and confirm completion within seven (7) business days.

## 4. Williamson County Requirements

For InSource to successfully complete the requests, Williamson County will:

- Assign and communicate to InSource the names of Designated Service Contacts who will submit requests and authorize work.
- Provide access to production and sub-production ServiceNow instances to InSource consultants.
- Provide the necessary and appropriate resources for InSource to effectively complete Williamson County assigned tasks throughout the duration of the engagement.
- Provide resources to assist with any third-party external systems as it relates to integrations or data migration/import with ServiceNow; InSource will not provide experts or support for third-party systems; when necessary, these resources will support on-going maintenance as described by InSource during Knowledge Transfer.
- Coordinate internal organizational change to prepare impacted user audiences for ServiceNow changes.
- Assign and execute UAT, report defects to InSource for remediation, and retest after remediation; Williamson County is responsible for the creation of test cases as well as training resources in preparation for UAT.

## 5. General Assumptions

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

- Service does not include fulfilling lead roles in ServiceNow project-based implementations.
- Services are not available to customers requiring a security clearance without an understanding of the requirements and InSource's agreement.
- Services are provided in English only.
- InSource does not guarantee that certain designated InSource personnel will be assigned to the Williamson County account. InSource may, at any time, subcontract or delegate in any manner any or all of its obligations hereunder to an authorized third party or agent.
- InSource will leverage a combination of Technical Consultants, Solution Analysts and Engagement Management team members to deliver the Support Services.
- Williamson County will obtain the necessary licenses required for the implementation.
- Williamson County will manage co-development during this engagement; Williamson County will manage development performed by all of their ServiceNow partners as well as the Williamson County's own admins/developers. InSource assumes other parties are following best practices for managing and promoting their development and conflicts between parties will not be an issue.
- If during the course of this engagement InSource discovers any configurations or customizations not OOB that impact the completion of a case as estimated, findings and any potential remediation efforts will be estimated and added to the case effort.
- ServiceNow [Domain Separation](#) is not in use and is out of scope.
- InSource will provide services via remote access unless specifically stated otherwise and agreed upon by both parties.
- An estimated 10% of the hours will be used for Case Management activities.
- Cases entered prior to the contract expiration date will be worked to completion to the extent hours are available. However, once the contract expiration date is reached and Williamson County does not respond to a case within 10 business days, the case will be considered cancelled.

## 6. Fees & Payment

### 6.1 Service Subscription

Start Date	On Williamson County Signature Date
End Date	12 Months from Williamson County Signature Date
Total Hours of Service	100
Hourly Rate	\$185.00
Monthly Service Fee	\$1,541.65
Total Service Fee	\$18,499.80

Payment is due within thirty (30) days of invoice receipt. If Williamson County does not question an invoice in writing within thirty (30) days of receipt, it will be considered accurate and acceptable.

Williamson County may carry over up to 20% of the total contracted hours if they are rolled into a new Support Services agreement within 30 days of the contract end date. However, the new agreement must be at least 50% more hours than the amount being rolled over. Any hours not rolled over into a new agreement will be forfeited and invoiced.

If the work required to complete services exceeds the total service agreement above (hours), Carahsoft will communicate the need for additional hours and Carahsoft will request approval of Williamson County to exceed the agreement.

### 6.2 Invoice Submission

Carahsoft will submit invoices to:

Company:	Williamson County
Address:	
Suite/Bldg./etc.:	
City, State, Zip:	
Reference ID:	
Email Invoice To:	

Inquiries from Williamson County to Insource regarding invoices may be directed to:

Name:	Hallie Hardesty
Phone:	571-662-4330

**Email:**

[Hallie.Hardesty@Carahsoft.com](mailto:Hallie.Hardesty@Carahsoft.com)

## 6.5 Designate Service Contacts

**Williamson County must complete the following section.**

Williamson County will assign and communicate to InSource the names of Designated Service Contacts who are authorized to submit and approve a request for service to InSource and will also confirm completion of the request.

Michelle Klein	<a href="mailto:mkleen@wilco.org">mkleen@wilco.org</a>	512-943-1459	
Alison Gleason	<a href="mailto:agleason@wilco.org">agleason@wilco.org</a>	512-943-1100	

# 7. General Provisions

## 7.1 Liability

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

## 7.2 Warranties

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

## 7.3 Personnel Non-Compete

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

## 7.4 Validity of SOW

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

## 7.5 Conflict Resolution

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



Carahsoft SOW [REDACTED]

Authorization and Acceptance

**Williamson County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Carahsoft Technology Corp.**

*Elaine Shadid*  
\_\_\_\_\_  
Signature

Elaine Shadid  
\_\_\_\_\_  
Name

Service Contract Specialist  
\_\_\_\_\_  
Title

10/25/2023  
\_\_\_\_\_  
Date

## GOVERNMENT - PRICE QUOTATION

servicenow

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Michelle Kleen  
 Analyst III  
 Williamson County  
 716 S Rock St  
 Georgetown, TX 78626 USA

FROM: Hallie Hardesty  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

EMAIL: mkleen@wilco.org

EMAIL: Hallie.Hardesty@carahsoft.com

PHONE: (512) 943-1459

PHONE: (571) 662-4330 FAX:

TERMS: DIR Contract No. DIR-TSO-4288  
 Expiration Date: February 21, 2025  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Texas VID#: 1522189693700  
 Sales Tax May Apply

QUOTE NO: [REDACTED]  
 QUOTE DATE: 10/05/2023  
 QUOTE EXPIRES: 11/30/2023  
 RFQ NO:  
 SHIPPING: GROUND  
 TOTAL PRICE: \$18,499.80

TOTAL QUOTE: \$18,499.80

LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
MONTH 1						
1	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65
MONTH 1 SUBTOTAL:						\$1,541.65
MONTH 2						
2	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65
MONTH 2 SUBTOTAL:						\$1,541.65
MONTH 3						
3	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65
MONTH 3 SUBTOTAL:						\$1,541.65
MONTH 4						
4	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65
MONTH 4 SUBTOTAL:						\$1,541.65
MONTH 5						
5	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33 TX DIR	5	\$1,541.65

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LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
MONTH 5 SUBTOTAL:						\$1,541.65
MONTH 6						
6	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 6 SUBTOTAL:						\$1,541.65
MONTH 7						
7	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 7 SUBTOTAL:						\$1,541.65
MONTH 8						
8	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 8 SUBTOTAL:						\$1,541.65
MONTH 9						
9	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 9 SUBTOTAL:						\$1,541.65
MONTH 10						
10	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 10 SUBTOTAL:						\$1,541.65
MONTH 11						
11	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 11 SUBTOTAL:						\$1,541.65
MONTH 12						
12	IMPL-FFP-679	ServiceNow® Fixed Fee Implementation (per \$1,000 Statement of Work) ServiceNow - IMPL-FFP	\$985.00	\$308.33	TX DIR 5	\$1,541.65
MONTH 12 SUBTOTAL:						\$1,541.65
SUBTOTAL:						\$18,499.80
TOTAL PRICE:						\$18,499.80
TOTAL QUOTE:						\$18,499.80

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LINE NO.	PART NO.	DESCRIPTION	TX DIR	QUOTE PRICE	QTY	EXTENDED PRICE
1.		Carahsoft Texas D/R Contract terms and conditions constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.				
2.		The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, and Data Processing Addendum. The Product and Use Definitions, Product Overview, and where applicable, the Service Descriptions for any purchased packaged professional services published as of the effective date of this quote at: <a href="https://www.servicenow.com/upgrade-schedules.html">https://www.servicenow.com/upgrade-schedules.html</a> ("ServiceNow Subscription Service Terms"). End Customer may request printed copies of the documents incorporated herein by reference by emailing <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a> . All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. Notwithstanding anything in the Agreement to the contrary, for the Subscription Term set forth herein, the CSA, as specified in the Agreement, shall mean the Customer Support Addendum at <a href="https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/customer-support-addendum-upgradesjan2022.pdf">https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/customer-support-addendum-upgradesjan2022.pdf</a> . End Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a> . All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms.				
3.		ServiceNow, through Carahsoft, reserves the right to suspend access to Customer's instances should Customer not provide a valid purchase order prior to the contract term start date.				
4.		Learning Credits expire 12 months after the purchase date and are Learning Credits used are billed monthly in arrears. In the event that Learning credits are used for onsite training, Travel and Expenses will be charged per onsite training class where the trainer comes onsite. (Not to exceed \$2000 per onsite class). Terms for Education Services offerings are set forth on <a href="https://www.servicenow.com/upgrade-schedules.html">https://www.servicenow.com/upgrade-schedules.html</a>				
		Government Learning Credits shall be invoiced on a monthly basis in arrears and based on consumption, with consumption occurring upon course registration or completion, as applicable. Unused Government Learning Credits will expire within one (1) Year of the date of the order, and customer will not be charged for unused credit.				
5.		Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted.				
		A. End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system.				
		B. Carahsoft quotation number for this purchase order.				
		C. Statement of Work or Change Order (if applicable).				
6.		Subscription renewals are subject to an uplift not to exceed 10% year-over-year. Multi-year renewals incur one uplift.				
6.1		For Renewal Orders and the Follow-On Order executed by the parties, the following conditions shall apply:				
6.2.		the Renewal Products in the then expiring order continue to be made commercially available by ServiceNow at the time of the Renewal Order or Follow-On Order, and if not, then the Renewal Order or Follow-On Order shall be for ServiceNow's then available subscription product that is substantially equivalent to the Renewal Product in the expiring order (as determined by ServiceNow);				
6.3.		the pricing model for the expiring order continues to be made available by ServiceNow at the time of the Renewal Order or Follow-On Order;				
6.4.		all Renewal Products are purchased in quantities that are equal to or greater than the sum of all the units for all such Renewal Products in all the order forms placed by Customer up to the expiration of the Subscription Term on this Order Form;				
6.5.		each Renewal Order and Follow-On Order are for non-refundable, non-cancellable twelve (12) month subscription terms; and				
6.6.		Customer must place the Renewal Order or Follow-On Order before the expiration of the subscription term of the then expiring order form. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form or professional services, training or events, or any Support Account Management or Success product/service offering.				
7.		Send purchase orders to CSTechOM@carahsoft.com.				
8.		Please refer to the attached pages for any Additional Terms and Entitlements for this sale.				