Project Change Request (Amendment No. 2)

Customer Name	San Bernardino County	Customer Project Sponsor	Jonathan Humeston
Project / Engagement Name	ServiceNow ITSM Licenses and Implementation Services	Logicalis Project Manager	Shirley Boatman
PCR Number	02	Project Number	0257324
PCR Date	May 13, 2022	Original SOW Date	May 27, 2021

Optional Scope of Work
Exhibit A-2

Description of Project Change Request (PCR)

Exhibit A-2 for Project Change Request (Amendment No. 2) to Agreement for San Bernardino County ServiceNow ITSM Licenses and Implementation Services

Customer Name & Address	Logicalis Account Executive
Contract Management San Bernardino County - Department of Innovation and Technology 670 E Gilbert St San Bernardino, CA 92415-5500 (909) 388-5500 isdbilling@isd.sbcounty.gov	Jesse Zepeda Corona, CA 90602 +1 9513932313 jesse.zepeda@us.logicalis.com
Bill To Address	**Ship to Address**
San Bernardino County - Department of Innovation and Technology 670 E Gilbert St San Bernardino, CA 92415-5500 ATTN: Contract Management (909) 388-5500 isdbilling@isd.sbcounty.gov	

Item	Qty	Description	Extended Price
Services –Contingent Allocation			
1	1	Contingent Allocation for any Project Change Requests for future ServiceNow purchases over the fixed cost of $1,905,903 for the Existing Scope of Work in Exhibit A of the initial Agreement, over the not to exceed cost of $22,950 for the Additional Scope of Work in Exhibit A-1 of Amendment No. 1, and/or any costs for the Optional Scope of Work in Addendum A, Exhibit A-2 of this Amendment No. 2	Not to Exceed $471,146.94
		Services Contingent Allocation Subtotal	Not to Exceed $471,146.94

Grand Total	
Services – Contingent Allocation Subtotal:	Not to Exceed $471,146.94
Grand Contingent Allocation Total:	**Not to Exceed $471,146.94**

Services Statement of Work

Amendment details are outlined in Addendums A and B below.

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following services:

Project Management (High Rigor)

Planning
- Project kick-off call agenda & notes
- Project kick-off call facilitation
- Identify project team and define roles & responsibilities
- Resource Scheduling
- Project Work Breakdown Structure (WBS) & Gantt creation
- Project Workbook, consisting of:
    1. Delivery Team Contact Information
    2. Project RASIC Chart
    3. Project Communication Plan
    4. Project Schedule
    5. Project Issues & Actions Log
    6. Project Change Request Log
    7. Project Risk Register Log
    8. Project Product Tracking Log

Execution
- Product tracking, if applicable
- Project status call agenda & notes
- Weekly project status call facilitation

- Weekly project status report, consisting of:
    1. Overall Health Status
    2. Schedule, Risk & Budget Key Performance Indicator (KPI) Reporting
    3. Percentage Complete
    4. Project Phase
    5. High Level Accomplishments
    6. Current Activities / Upcoming Activities
    7. Past Due Activities
    8. Project Issues
    9. Financial & Hours Summary, applicable to T&M projects
- Resource management & allocation
- Project WBS & milestone management
- Project escalations

Monitoring & Controlling
- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable
- Timeline & budget monitoring
- Project performance measurement
- Risk monitoring & management
- Quality management

Closing
- Project closure call
- Project Closure and Acceptance processing
- Document lessons learned, as applicable

Completion Criteria

N/A

PCR Impact

- *Technical*

  N/A

- *Schedule*

  N/A

Estimated Charges for the Change Authorization

N/A

Terms for this Change Authorization

This Project Change Request (PCR) (Amendment No. 2) amends the Scope of Work, ServiceNow ITSM Licenses and Implementation Services, dated *May 27, 2021*, which is attached as Exhibit A to the Terms and Conditions of Sale Agreement dated June 22, 2021 (Agreement), between Logicalis, Inc. and San Bernardino County, as amended by Project Change Request (Amendment No. 1) dated March 17, 2022 for the Additional Scope of Work, which is attached as Exhibit A-1 thereto, to include the Optional Scope of Work set forth in this PCR and identified as Exhibit A-2 herein. A Project Change Request is solely for the purpose of revisions to the Scope of Work and/or Pricing Information section(s) of the Statement of Work. Project Change Requests shall not be utilized for any revisions to the legal terms or conditions of any agreement. All other terms of the Scope of Work and Agreement, as previously amended, remain in effect and are incorporated herein by reference.

Approved by:

San Bernardino County   **Logicalis, Inc.**

_____   *Eric Braun*   5/17/2022
Curt Hagman, Chairman, Board of   Signature   Date
Supervisors

_____   Eric Braun
Date   Printed Name

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN
OF THE BOARD

_____
 Lynna Monell, Clerk of the Board of
Supervisors of San Bernardino
County

Addendum A
Optional Scope of Work

For any optional products and/or services listed below that San Bernardino County elects to purchase, San Bernardino County's authorized representatives and Logicalis shall mutually approve and execute a corresponding Project Change Request (PCR) that includes specific scope details, resource roles, and/or ServiceNow Product Subscriptions. Logicalis will present Professional Services PCRs as time and materials projects that will clearly state estimated contract hours and estimated total costs (based on the Professional Services Resources and Rates set forth above, which rates shall be fixed for the term of the Agreement). Logicalis' time and materials estimates may be subject to change, and if so, shall be documented in a PCR but the total cost of all PCRs shall remain within the total not-to-exceed contract amount set forth in the Second Amendment.

ServiceNow Product Subscriptions: San Bernardino County may increase ServiceNow IT Service Management Fulfiller User v2 ServiceNow – PROD11353 subscription users throughout the term of the contract at the currently contracted price of $773.89 per fulfiller per year (prorated for partial years), which price shall remain fixed during the term of the Agreement.

Additional ServiceNow Product Subscriptions: At current prices as per ServiceNow available products and SKUs at time of purchase.

ServiceNow Training Credits: Not to exceed ServiceNow's published Training Credit pricing at time of purchase.

Professional Services:

Professional Services Resources and Rates	
Role	**Hourly Price**
Tier 2 - Architect	$225.00
Tier 3 - Integration Architect	$245.00
Tier 4 - Process Consultant	$290.00
Tier 4 - Senior Project Manager	$200.00

For the purposes of this Second Amendment, the Optional Scope of Work that may be purchased by San Bernardino County includes Professional Services for ServiceNow / Service Management Consulting, ServiceNow / Service Management Implementation, ServiceNow / Service Management Integration, ITIL Process Consulting, ServiceNow / Service Management Adoption Enablement, and Project Management services leveraging the ServiceNow platform as outlined below.

ServiceNow / Service Management Consulting Services: Provide architectural consulting and guidance to:
- Understand desired business outcomes,
- Document requirements, and
- Incorporate design considerations and best practices into implementation solutions.

ServiceNow / Service Management Implementation Services: execute implementation / delivery activities and tasks across the below Systems Development Life Cycle (SDLC) Activities:
- Requirements Gathering,
- Solution Design,
- Development / Implementation,
- Unit Testing / User Acceptance Testing Support,

- User Training / Documentation,
- Production Deployment, and
- Post Go-Live Support.

ServiceNow / Service Management Integration Services: SDLC activities as listed above supporting integrations between external systems and ServiceNow.

ITIL Process Consulting Services:
- Governance & Service Roadmap Development
- Organizational and Operational Readiness Assessment
- Process Assessment / Creation / Improvement Consulting
- Service Management Business Case Development
- Business Outcome Advisory Services

ServiceNow / Service Management Adoption Enablement Services:
- Admin Enablement / Knowledge Transfer,
- ServiceNow Administration On-the-Job Coaching,
- Technical Documentation, and
- End User Training and Documentation.

Project Management Services: As defined on pages 18 and 19 of Logicalis quotation # 2021-108576v3.

ServiceNow Capabilities and Modules:
Logicalis resources as defined in this Amendment may provide Professional Services and technical expertise against the below ServiceNow capabilities and modules at the hourly rates specified. Logicalis may incorporate additional ServiceNow capabilities and modules into future Amendments / PCRs at Logicalis sole discretion.

- Now Platform:
  - Properties and branding
  - Foundational data and data imports
  - User Access: LDAP, Azure AD, SSO
  - Form Designer
  - Agent Workspace
  - Workflow, Flow Designer, and Automation
  - Configuration Management (CMDB), CSDM, CMDB Health
  - Knowledge Management
  - Service Catalog / Portal
  - Reporting and Dashboards / Performance Analytics
  - Survey distribution and response reporting
  - Automatic Work Assignment
  - Service Level Agreement targets / Service Level Management
  - Virtual Agent
  - Contract Management
  - Automated Test Framework
  - Data Certification
  - IntegrationHub & Spokes
  - App Engine
  - Mobile
  - System Upgrades
  - Notify / On-Call
- IT Service Management (ITSM):
  - Incident Management / Major Incident Management
  - Problem Management

- o Change Management
- o Request Management
- o Hardware Asset Tracking within ITSM
- o Cost Management
- o Procurement / Stock Room
- IT Operations Management (ITOM): Discovery and SCCM Integration
- IT Asset Management (ITAM): Software Asset Management, Client Software Distribution, and Hardware Asset Management
- Strategic Portfolio Management (ITBM):
  - o Demand Management
  - o Project and Portfolio Management
  - o Resource Management
  - o Time Card
- Customer Service Management (CSM):
  - o Case Management/ Major Issue Management
  - o Communities
  - o Customer Central
  - o Customer Service Portal (B2B)
  - o Consumer Service Portal (B2C)
  - o Case Type Extensions
  - o Field Service Management
  - o Integration with ITSM

Addendum B: Service Management Project Customer Expectations

1. *Customer Resources: Project Participation / Escalation*

    1.1. Customer Project Sponsor will actively champion the project scope, approach and outcomes as agreed during the sales / presales process. Customer Project Sponsor will engage as required to address issues / concerns members of the Customer Project Team raise.

    1.2. Customer will assign a Project Manager to collaborate with Logicalis Project Manager, coordinate Customer resources, and oversee and administer project activities.

    1.3. Customer will share specific names and contact info for the roles above before the Project Kick-off.

    1.4. The Logicalis solution and deliverables contained in each PCR will be designed and quoted with the expectation that Logicalis will deliver the services on a contiguous schedule according to the timeline or schedule change in the PCR, enabling value to the Customer in a timely and efficient manner. Customer requests to change the schedule of the project, Customer or their 3rd party resources who introduce delays that alter the schedule, or an unplanned Customer request to place the project on Hold, which require Logicalis to adjust the timeline by >5 business days will require a Project Change Request that may include a change in price based upon the effect of the change on Logicalis resource allocation.

    1.5. Customer resources will participate in project activities as required to meet the planned duration defined in each PCR and mutually agreed project schedule established following the corresponding Requirements Gathering Workshop(s). Delays attributed to the Customer will require a Project Change Request that may include a change in price based upon the effect of the change on the project schedule and Logicalis resource allocation. Additionally:

        1.5.1. Customer Sign-off on Requirements is a critical project milestone that significantly impacts project success. Customer Project Sponsor will champion and build awareness of the high-level timeline provided in the PCR and will engage as needed to facilitate sign-off on requirements in alignment with the mutually agreed schedule.

        1.5.2. Customer Led User Acceptance Testing is a critical project milestone that significantly impacts project success. Customer Project Sponsor will champion and build awareness of the high-level timeline provided in the PCR and will engage as needed to facilitate User Acceptance Testing sign-off in alignment with the mutually agreed schedule.

    1.6. Logicalis will conduct weekly project status meetings of 30 minutes in duration unless mutually agreed.

    1.7. Customer Project Sponsor and resources on the team will engage the Project Delivery Escalation Matrix as per procedures outlined below to quickly resolve differences to mutual satisfaction.

Project Delivery Escalation Matrix		
	Logicalis Team	**Customer Team**
Executive Level (Level 3)	VP Professional Services	Executive Champion
Next Level (Level 2)	Delivery Director	Project Sponsor
Start Here (Level 1)	Project Manager	Project Manager

        1.7.1. Either Logicalis or Customer resources will formally raise issues or concerns via email communication starting at Level 1 and progressing through Level 3 until the parties achieve a mutually satisfactory resolution.

        1.7.2. Customer and Logicalis representatives will collaborate and work toward resolving issues within a mutually agreeable timeline.

2. *Access to Customer ServiceNow Instance(s)*
    2.1. Customer will provide Logicalis ServiceNow Consultants with the Admin access required to perform the work outlined in the PCR.
    2.2. If an existing ServiceNow customer, the ServiceNow instance version must be at n-1 or current release.
    2.3. Customer will defer ServiceNow Upgrades until post go-live of the solution described in each PCR. For projects with a planned duration greater than six months, Customer will collaborate with Logicalis to identify a tentative upgrade window during project planning and finalize the upgrade schedule to align with the mutually agreeable project schedule Logicalis creates following the Requirements Gathering Workshop(s).

3. *Customer Resources: Training and Communication*
    3.1. For **All Resources Engaged in the Project**, including but not limited to **Project Manager, Requirements Gathering Workshop Participants and User Acceptance Testers**, Customer will ensure that Customer resources who participate in in the project have a general understanding of ServiceNow capabilities prior to the project. To better understand the Now platform, a great place to start is the ServiceNow Foundations videos available at:
    https://community.servicenow.com/community?id=community_article&sys_id=a2dc2a65dbd0dbc01dcaf3231f96197e
    3.2. For **ServiceNow Admins**, Customer will ensure that any Customer resources who are, and/or will become, ServiceNow Administrators have completed the 3-day ServiceNow Administration class prior to the Requirements Gathering Workshop(s).
        3.2.1. Logicalis will support "on the job" training / knowledge transfer as specified in each PCR. This learning is not intended to replace official ServiceNow Administration Training.
    3.3. For **IT and/or CSM resolvers** *(people working / managing "tickets")*, Logicalis supports a "train the trainer" approach for fulfiller users. Any training materials required are the responsibility of the Customer unless specified otherwise within the body of each PCR.
    3.4. For **internal or external customer end users** (people interacting with system to get information / report issues / request services), Customer is responsible for the creation and delivery of all communication and training specific to the implementation of in-scope capabilities. Logicalis will not deliver end user training or communications unless specified otherwise within the body of each PCR.

4. *"Excellent" Customer Satisfaction:* Logicalis strives to be **excellent** and deliver the business outcomes customers require. Each customer interaction is an opportunity to demonstrate our commitment to excellence. As a ServiceNow Elite Partner, Logicalis actively participates in ServiceNow's Customer Satisfaction (CSAT) process. Logicalis will request that ServiceNow send CSAT surveys to at least 2 customer resources at the completion of each major phase and/or at the end of the project.
    4.1. Throughout the project, Customer will proactively share concerns, and escalate issues as needed, if project delivery experience is not considered to be "Excellent".
    4.2. Customer Project Sponsor, Customer PM and key customer resources on the core project team are eligible for survey participation.
    4.3. Customer will support prompt responses to CSAT surveys.