



## STATEMENT OF WORK

This Statement of Work ("SOW"), effective as of the last date of execution of this SOW by the Parties below ("Effective Date"), is governed by, attached to and made part of Master Services Agreement dated September 28<sup>th</sup>, 2021 (the "Agreement") by and between Perficient, Inc., a Delaware corporation (hereinafter referred to as "Perficient"), and the entity identified in the table below ("Customer") (each a "Party", and collectively the "Parties"). All capitalized but undefined terms used herein shall have the meaning ascribed to such terms in the Agreement unless otherwise defined herein. In the event the Agreement expires while this SOW is in progress, this SOW shall continue to be governed by the provisions of the Agreement until this SOW is terminated or completed.

Customer Information:		Contact Information	
Customer Name:	Tarrant County	Customer Contact Name:	Michael Webb
Headquarters Address:	100 E Weatherford Rd. Fort Worth, TX 76196	Customer Contact Email:	Mawebb2@tarrantcounty.com
State of Formation:	TX	Perficient Contact Name:	Shanell Adams
Phone Number:	817-212-7454	Perficient Contact Email	shanell.adams@perficient.com

1. **SOW Name:** Application Support Services
2. **Project Overview:** Perficient is contracted as an Appian partner to provide Tarrant County with Support services on the Appian platform to address the demand for both production application support incidents and time-permitting enhancement to the Appian applications developed by Perficient. Support services will be provided based on an annual subscription model.
3. **SOW Scope:** Perficient shall provide one resource for professional services to follow direction from Customer ITD Resource Manager and assist in response to Level/ Tier 3 Support incidents:
  - a. Support activities in which Perficient will serve as Level/ Tier 3 for resolving complicated application issues. (See assumptions for level of support definition)
  - b. Support issue triage for complex issues escalated from Level/ Tier 2
  - c. Support activities will be performed on assigned tickets only (through Jira)
  - d. High priority defects will be requested to be deployed when ready and lower priority fixes deployed monthly
  - e. Root cause analysis and break/ fix support
  - f. Implementation of code to remediate production defects and small application enhancements
  - g. Unit testing, peer review, and observe post deployment testing by ITD resources
  - h. Code deployment will be requested through IT Apps Team
  - i. Post-deployment observation and support
  - j. Implementation of enhancements as described by Customer based on product backlog
  - k. Enhancements will be completed on a time-permitting basis (i.e. prod support takes priority) and prioritized by the Product Owner
  - l. Enhancements based on story points in the product backlog completed in a serial fashion (i.e. one enhancement request at a time)
  - m. Enhancements are expected to be deployed to production monthly
4. **SOW Term:** The term of this SOW will begin on the Effective Date and continues through to September 27, 2023, unless extended in writing by the Parties, assuming a start date of no later than Tuesday, November 1<sup>st</sup>, 2022.



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### 5. Project Assumptions:

- a. Customer will assign one Product Owner for the Appian application to serve as the primary and central point of contact for Perficient. All reviews, feedback, decisions, and approvals are communicated through this communication channel. Feedback from Customer stakeholders will be consolidated into singular, actionable direction for Perficient to implement.
- b. Customer will identify a core stakeholder team as Product Owner capable of participating, as needed, in reviewing and approving key deliverables throughout the project. Customer will provide availability of these resources for insight, feedback, direction, and approvals, as necessary.
- c. Attend meetings as required by Customer (e.g. incident response calls, deployment support meetings, status meetings)
- d. Infrastructure and platform related incidents are considered out of scope and considered responsibility of Customer and the software vendor. In case of escalations to Software Vendor, Appian, Perficient can support Customer in communicating any triage performed in Level/ Tier 3.
- e. Perficient will adhere to Agile Kanban methodology as supported by Customer
- f. Perficient will complete the work assigned by Customer in Jira, within the time agreed upon by Product Owner and Perficient Consultant when moving stories to "In Progress" status.
- g. Perficient will work 8:00 AM to 5:00 PM Central Time Zone, excluding US Federal Holidays
- h. Perficient will have access to its own Appian practice (including Architects and Leads) for internal guidance.
- i. Customer will be responsible for ownership of all UAT testing processes.
- j. Customer will make available the required personnel, systems, equipment, and other resources as needed. Delays caused by Customer personnel, systems, or equipment that are not reasonably available may affect the cost and duration of the project. Perficient will make its best effort to work through any such delays and will escalate availability issues through the appropriate channels. Perficient and Customer will agree on the release plan(s) so both parties can properly plan activities, responsibilities, and commitments for this project.
- k. Perficient and Customer will mutually agree to the work effort estimates, staffing requirements, technology components, clarification, validation signoff, and adjusted timeframe for each development analysis phase
- l. Customer will provide a single point of contact to support weekly, monthly check-ins, key decision making and escalations
- m. Classifications of levels of support
  - Level/ Tier 1 Support Service Desk: First point of contact for all incidents or requests, validate and classification of level of support needed to handle the request. Escalate accordingly if no known solution is available or there is an SLA impact scenario.
  - Level/ Tier 2 Support Return to Operations: Investigate reported issues, respond to system generated alerts and coordinate resolution with groups necessary.
  - Level/ Tier 3 Support Subject Matter Experts: Investigate complex issues, root cause analysis, providing code, unit testing and providing corrections for production defects in addition to software vendor escalations.
- n. Perficient and Customer will designate together what tasks are simple, moderate, or complex, defined as:
  - Simple: <8 hours of required work that will likely be completed within the same business day; likely to be added to the next bi-weekly sprint and will not require explicit Client approval.
  - Moderate: >8 and <20 hours of required work that may involve 1-3 business days to complete; likely to be added to the next bi-weekly sprint
  - Complex: >20 hours of work, involving multiple business days to complete

6. **Project Exclusions:** All services not specifically set forth in this Statement of Work (SOW) shall be considered outside the scope of this SOW. Any additional services requested shall require a written amendment or Change Request (as herein defined) executed by the Parties hereto.

7. **Customer Responsibilities:** Perficient's approach and estimate are based upon the following Customer responsibilities and assumptions. Changes to these responsibilities and assumptions may require changes to Perficient's approach, scope and/or estimate:



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- Customer will identify tasks and acceptance criteria based on User Acceptance Testing ("UAT") for enhancements not related to previously created requirements which will be clearly defined by Customer for the Perficient team
  - Customer will be responsible for and share test cases and integrated test cases with valid data related to enhancements not related to previously created requirements
  - Customer will be responsible for the work effort estimates, staffing requirements, technology components, clarification and validation signoff for each development effort related to enhancements.
  - Customer will be responsible for ownership of all UAT testing processes of enhancements.
  - Customer will be responsible for all QA except for unit testing on code that Perficient develops of enhancements.
  - Perficient will have access to the project team to assist in validating test scenarios related to enhancements. Customer will ensure that appropriate internal and external personnel are reasonably available to facilitate decisions with respect to open issues, project risks, and other project matters. Customer personnel will participate in end-to-end walkthrough and testing sessions, training, user acceptance testing, as well as critical go-live activities such as data conversions.
  - Customer will make available the required personnel, systems, equipment, and other resources as needed.
8. **Perficient Responsibilities:** Perficient will provide services outline in this Statement of Work (SOW).
- Provide Level 3 application support for existing Appian applications
  - Provide remediation to resolve Appian application-related production issues
  - Customer will work with Perficient resource to break down any individual stories estimated to be more than 8 story points, using Fibonacci Agile Estimation as determined by Perficient, into smaller units for tracking (time-permitting in a serial fashion, one enhancement request at a time)
  - Deploy all fixes to QA for Product Owner verification
  - Attend meetings as required by Customer (e.g. daily stand-up meetings, weekly status meetings)
  - Adhere to Agile Scrum methodology as supported by Customer
  - Complete the work assigned by Customer within the time agreed upon by both parties
  - Work 8:00 AM to 5:00 PM Central Time Zone, excluding US Federal Holidays for US-based team
  - Perficient US holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day and additionally each individual Perficient US employees may take flexible time off.
9. **Deliverables:** Given the nature of the Services to be provided by Perficient, no specific Deliverables are currently identified for this SOW. Should Perficient and Customer agree during the execution of this SOW that Deliverables need to be added, then a Change Request Form will be executed to address the addition of agreed to Deliverables and impact to project schedule.
10. **Acceptance:** Notwithstanding anything to the contrary in the Agreement, unless otherwise agreed in writing, Customer will have five (5) business days after delivery to test and review a Deliverable ("Acceptance Period"). If a Deliverable does not comply with the specifications herein, in all material respects, Customer may reject such Deliverable by written notice of rejection to Perficient within the Acceptance Period. A written notice of rejection must specify in detail the reasons the Deliverable fails to meet the relevant specifications set forth herein. Perficient will correct any material deficiencies and provide Customer with a revised Deliverable. If Customer does not provide its acceptance or rejection of any applicable Deliverable within the Acceptance Period, the Deliverable will be deemed accepted by Customer.
11. **Project Type and Fees:**
- a. **Fixed Fee Milestone.** Perficient will invoice Customer and Customer shall pay the fees for the Services and/or Deliverables described in this SOW in the amount(s) and in accordance with the table below (subject to the payment terms set forth in the Agreement). The monthly cost breakdown is for one resource at \$24,500 a month for a period of 12 months.



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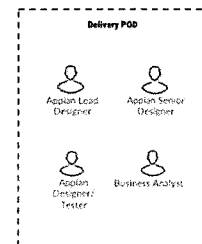
<u>Milestone</u>	<u>Invoice Date</u>	<u>Individual Milestone Fee Amount</u>
November Application Support	Project Start + 1 Month	\$24,500
December Application Support & Enhancements	Project Start + 2 Month	\$24,500
January Application Support & Enhancements	Project Start + 3 Month	\$24,500
February Application Support & Enhancements	Project Start + 4 Month	\$24,500
March Application Support & Enhancements	Project Start + 5 Month	\$24,500
April Application Support & Enhancements	Project Start + 6 Month	\$24,500
May Application Support & Enhancements	Project Start + 7 Month	\$24,500
June Application Support & Enhancements	Project Start + 8 Month	\$24,500
July Application Support & Enhancements	Project Start + 9 Month	\$24,500
August Application Support & Enhancements	Project Start + 10 Month	\$24,500
September Application Support & Enhancements	Project Start + 11 Month	\$24,500
Total Estimated Services Fees		\$269,500
Total Estimated Expenses		\$0
<b>Total Estimated SOW Amount</b>		<b>\$269,500</b>

- b. **Additional Capacity** In the event that Customer is in need of additional capacity, the following table below shows the capacity tiers that can be adopted based on the client needs. Customer will submit written notice to request changes in resource capacity. Perficient requires a written notice period of 14 days from the Customer for making adjustments to either increase or decrease the resource capacity.

This Schedule allows Customer to authorize resource changes via a written email request/approval from the Customer's ITD Director to Perficient, for any of the resources listed in the table below, at the monthly fixed fee below, without the formal Change Request detailed in Section 13. Customer can use this mechanism to accomplish the following:

- 12.1. Add resources to staff to support the needs of the ITD Resource Manager. The impact to the monthly invoice will be calculated using the Table below.

<u>Role</u>	<u>Additional Monthly Fee</u>
Appian Lead Designer	\$33,000
Appian Senior Designer	\$24,500
Appian Designer/ Tester	\$20,000
Business Analyst	\$28,000
Delivery Pod	\$105,500



12. **Change Request Procedure:** If either Customer or Perficient believe that a change to a SOW is necessary or desirable, then, such Party will submit a fully completed and signed written Change Request to the other. If a Change Request is agreeable to both Customer and Perficient, then each of them shall sign such Change Request and this SOW shall be considered amended by such signed Change Request. Neither Party shall be obligated to agree to any Change Request.



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Accordingly, absent the execution of such a Change Request by both Parties, no Change Request will be binding on either Party and the Parties will proceed to fulfill their obligations under this SOW absent the Change Request.

13. **Resources:** A Perficient Project Manager or Delivery Manager will supervise, control, and direct the duties, conduct, and duration of the assignment for all Perficient personnel during the performance of Services hereunder. Customer will have no power or authority to directly supervise or control Perficient personnel with respect to the means, manner or method of performance of the Services under this SOW. Customer will not be charged any additional fees for activities of the Perficient Project Manager or Delivery Manager.

14. **Customer Team:**

Role	Responsibilities
Customer Project Sponsor	<ul style="list-style-type: none"><li>• Provides overall project direction, guidance, and high-level scope boundaries</li><li>• Attends Project kickoff and management checkpoint meetings</li><li>• Approves changes to SOWs from Customer's standpoint</li></ul>
Customer Product Owner	<ul style="list-style-type: none"><li>• Delivers any necessary Customer content</li><li>• Approves Perficient designs and Deliverables</li><li>• Makes scope, schedule, cost, and resource decisions including Stage Gate Approvals</li></ul>
Customer ITD Resource Manager	<ul style="list-style-type: none"><li>• Day-to-day contact for Perficient team</li><li>• Attends project kickoff meeting and others as requested</li><li>• Receives weekly status reports and facilitates scheduling meetings</li><li>• Ensures Customer personnel execute Customer tasks as outlined in the project schedule</li><li>• Ensures timely response to functional and technical considerations</li><li>• Aligns Customer's functional and technical resources to the project</li><li>• On Board Perficient Resources Requests hardware/software resources</li><li>• Identifies, resolves/mitigates, and escalates technical risks and issues with Project Team. Go-To person.</li></ul>

15. **Perficient Team:**

Role	Location	Responsibilities
Delivery Lead, Appian	US	Provides overall project oversight and serves as the immediate escalation point for Customer and Perficient teams. Also provides insight into project approach and governance.
Lead Developer, Appian	US	Overall development lead from Perficient. Coordinates end-to-end application development, incorporating feedback from the other Perficient team members. Assists in the definition and estimation of requirements in addition to providing direction on Application design. Serve as a Tier 3 resource for resolving complicated application issues



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Appian Designers(s)	US	Strong Appian designer/developer to assist with deployment. Serve as Tier 3 resource for resolving application issues. Perform triage of reported incidents. Complete enhancements time-permitting
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16. **Invoicing:** Payment terms are as stated in the Agreement. Customer agrees to pay all invoices promptly, in accordance with the terms and conditions of this SOW and the Agreement. Perficient reserves the right to stop work on the project if there are invoices are not paid in accordance with Chapter 2251 of the Texas Government Code , the "Texas Prompt Payment Act."

The following invoicing method will be used:

Option	Invoicing Method	Contact Address
X	Invoices sent via email	SAP-Invoices@TarrantCounty.com, Michael Webb mawebb2@TarrantCounty.com
	Invoices sent to physical address	
	Invoices entered into payment portal/website	
	Other (please describe):	

17. **Conflicts and Exceptions:** Any exceptions to the Agreement are noted in this SOW and are not to be construed as permanent modifications to the Agreement (i.e. they apply only to this SOW). In the event of a conflict between the terms and conditions of this SOW and the terms and conditions of any associated purchase order, the terms and conditions of this SOW shall control.
18. **Software:** Notwithstanding anything to the contrary herein or in the Agreement, any third party-owned or Perficient-owned software and all modifications, updates, or derivatives thereof, as well as all use of or access to, and warranties, liabilities and indemnities related to same, will be subject to and governed by the terms and conditions of the separate license agreement between Customer and the respective licensor. Perficient hereby disclaims any responsibility or liability with respect to any third party-owned software. For clarity, the Parties hereby acknowledge that such third party-owned or Perficient-owned software shall not be deemed a Deliverable.

### ACCEPTED AND AGREED TO:

PERFICIENT, INC.

TARRANT COUNTY

Signature

Signature

Name (please print)

Name (please print)

Title (please print)

Title (please print)

Date

Date

Perficient-10262022

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY OF TARRANT  
STATE OF TEXAS

\_\_\_\_\_  
B. Glen Whitley  
County Judge

APPROVED AS TO FORM:

*Kimberly C. Wesley*

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.