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|---|---|
| CONSULTANT: | Quisitive LLC |
| CONTACT PERSON: | Alex Morrow, Senior Account Executive<br>Alex.morrow@quisitive.com |
| ADDRESS: | 1431 Greenway Drive Suite 1000<br>Irving, TX 75038 |
| FEDERAL TAX ID NUMBER/U.B.I. NUMBER: | 82-3999865 |
| TELEPHONE NUMBER: | 813-283-0649 |
| COUNTY DEPT: | Department of Information Technology |
| DEPT. CONTACT PERSON: | Viggo Forde, Director of IT / CIO<br>Viggo.forde@snoco.org |
| TELEPHONE/FAX NUMBER: | 425-388-3739 |
| PROJECT: | Intelligent County – CIO Roadmap |
| AMOUNT: | $37,800.00 |
| FUND SOURCE: | 505-5148614101 |
| CONTRACT DURATION: | July 31, 2026 through December 31, 2026 |

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County" or "Client") and Quisitive, LLC, a Texas limited liability company registered to conduct business in the state of Washington (the "Contractor"or "Quisitive"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to acquire professional services for assessment and analysis of the County's security and infrastructure systems to address current gaps in data governance, information protection maturity, identity consistency, and AI readiness. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon execution of the Agreement (the "Effective Date") and shall terminate December 31, 2026.

3. Compensation.

A. Services. The County will pay the Contractor for services as and when set forth in Schedule A, which is attached hereto and by this reference made a part of this Agreement.

B. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

C. Invoices. Upon completion of the work as set forth in Schedule A, the Contractor shall submit to the County properly executed invoice(s) indicating the work performed and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

D. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?
Yes ☐ No ☒

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed $37,800.00 for the entire term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Viggo Forde
Title: Director of IT, CIO
Department: Department of Information Technology
Telephone: (425) 388-3739
Email: viggo.forde@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. Within ten (10) business days, the County shall review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice within ten (10) business days describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work. Work will be deemed accepted if County does not provide written notice of rejection within ten (10) business days.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims. The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: $2,000,000.00 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a $4,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Automobile Liability: Applies only if the Contractor uses a vehicle for the scope of work: $1,000,000.00 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

iii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

iv. Employers' Liability or "Stop Gap" coverage: $1,000,000.00.

v. Technology Professional Liability / Errors and Omissions with limits no less than $5,000,000 each claim and in the aggregate, covering liability arising from errors, omissions, negligent acts, breach of professional duty, technology services, software, network, systems integration and other professional services performed under this Agreement.

vi. Crime Insurance: Crime Coverage to include employee theft, wire transfer, computer fraud, forgery, and mail, with a minimum limit of $1,000,000 per occurrence. Form should also include client coverage with minimum limit of $1,000,000 per occurrence.

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. Snohomish County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within seven (7) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

C. The County may terminate this Agreement upon three (3) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:
Snohomish County Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, Washington 98201
Attention: Senior Contract Specialist

and to:
Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor:
Quisitive LLC
1431 Greenway Drive Suite 1000
Irving, TX 75038
Attention: Alex Morrow
Senior Account Executive

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information or County information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement except as authorized by the County or required by law. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement and shall implement and maintain reasonable administrative, technical, and physical safeguards to protect such information from unauthorized access, use, disclosure, alteration., or destruction.

The contractor shall not use County information obtained under this Agreement to develop, train, fine-tune, or improve any artificial intelligence or machine learning model, nor submit such information to any publicly available generative artificial intelligence service, without the County's prior written authorization.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public

records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement includes Schedule A – Scope of Services, and constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

Teigen, Thomas — Digitally signed by Teigen, Thomas
Date: 2026.07.27 13:35:58 -07'00'

County Executive Director    Date

QUISITIVE LLC:

Dan Kurtz (Jul 24, 2026 13:04:50 EDT)

Date

Approved as to insurance
and indemnification provisions:

Barker, Sheila — Digitally signed by Barker, Sheila
Date: 2026.07.24 13:15:46 -07'00'

Risk Management    Date

Approved as to form only:

Wendling, Rebecca — Digitally signed by Wendling, Rebecca
Date: 2026.07.23 14:35:40 -07'00'

Deputy Prosecuting Attorney    Date
Subject to Memorandum IS26-035G

QUISITIVE

# Snohomish County ("SnoCo")
# Schedule A

## Intelligent County – CIO Roadmap
## **Statement of Work**


Quisitive Contacts:

**Alex Morrow, Account Executive**
**Tim Cone, Industry Architect SLG Markets**
**Helen Hanson, Director Program Motions**


*This Statement of Work ("SOW") describes the services to be performed and deliverables to be provided by Quisitive for Snohomish County ("SnoCo" or "Client") in connection with the Intelligent County – CIO Roadmap. This SOW is subject to and governed by the Professional Services Agreement (Agreement) between Quisitive and Snohomish County*

# 1. Introduction

This Statement of Work (SOW) defines the services and optional services to be delivered by Quisitive to support the Intelligent County CIO Roadmap. This engagement is designed to assess the Client's current environment across multiple technology domains and provide a structured, prioritized roadmap for modernization, optimization, and transformation that enables the promotion of and alignment to Client's organization goals.

The program focuses on identifying risks, inefficiencies, and opportunities across security, infrastructure, collaboration, licensing, and innovation use cases, enabling a transition from reactive IT operations to a strategic, future-ready model. The Intelligent County CIO Roadmap Program consists of coordinated domain-specific assessments executed in parallel where possible. Each domain includes structured discovery, analysis, and reporting activities, contributing to a unified roadmap.

The engagement includes the following assessments, with approximate durations for each individual assessment. The expectation is that there will be some concurrent workstreams with an overall timeline of 10 weeks:

- **AI Design Thinking Workshop – 2 weeks**
  Facilitated sessions to identify business challenges, define priority use cases, and align technology opportunities with strategic outcomes. This workstream establishes foundational inputs for downstream assessments and roadmap development.
- **Secure AI Quick Start – 3 weeks**
  Assesses a client's AI readiness and data security posture across Zero Trust and Microsoft platforms, then delivers prioritized, evidence-based actions and a roadmap to safely enable AI adoption.
- **Modern Collaboration Assessment – 4 weeks**
  Review of Microsoft 365 collaboration tools to improve governance, productivity, and adoption across Teams, SharePoint, and OneDrive.
- **Unified Roadmap – 2 weeks**
  Create a **modernization roadmap that provides the Client with a consolidated set of recommendations.**

**Optional Assessments (see Appendix C)**

- **Azure Optimization Assessment – 5 weeks**
  Analysis of the current Azure environment to identify cost optimization opportunities, architectural improvements, and alignment to best practices.
- **Licensing Assessment – 2 weeks**
  Analysis of licensing requirements based on other assessment outcomes to optimize cost and align capabilities with user needs.

**Program Integration Approach**

Each assessment contributes specific inputs to the overall engagement. All outputs from individual assessments will be normalized, de-duplicated, and reconciled to produce a single, consolidated set of roadmap initiatives. For example:

- AI Design Thinking outputs inform use case prioritization and roadmap inputs
- Azure optimization informs infrastructure readiness, cost, and architecture decisions
- Licensing recommendations are derived from findings across all assessments. Licensing and cost inputs are provided for roadmap planning purposes only

**Objectives include:**

- Assess current-state technology environments across defined domains
- Identify risks, gaps, and inefficiencies
- Align technology capabilities with business objectives
- Provide prioritized, actionable recommendations
- Develop a consolidated modernization roadmap

## 2. Scope of Services by Assessment Work Stream

The following sections outline what is in and out of scope for each assessment within the overall project.

**Optional Modules (Out of Scope Unless Contracted):**

The SOW references optional modules or assessments described in the appendices. These modules are not included in the scope, pricing, deliverables, or schedule of this SOW unless explicitly stated through a mutually executed Change Request (CR) in accordance with the Change Management Process. No activities associated with optional modules will be performed unless and until such a CR is approved by both parties.

### 2.1 AI Design Thinking Workshop

#### 2.1.1 In-Scope – AI Design Thinking Workshop

Quisitive will execute an AI Design Thinking Workshop to analyze and document the pain points, expected outcomes, and data sources needed to support the use cases defined. Outputs from this assessment will contribute to the Intelligent County Modernization Roadmap. Below are the activities associated with this workstream:

1. **Use Case Discovery**: The use case lab is designed to uncover business pain points, optimal outcomes, and map cases to overall strategic goals. During these up to two (2) one-hour sessions, Quisitive will also discuss factors around potential return on investment (ROI). The primary use case will be fully documented and scoped for implementation.
2. **Technical Workshops**: Quisitive will conduct up to two (2) one-hour Discovery & Design working sessions to facilitate an understanding of existing Azure environment and any required governance standards.
3. **Agentic/s Workshop:** Quisitive will identify specific processes that can benefit from agentic AI. Quisitive will determine the data needed to support the actions that agents would implement and the roles that the agents would play in the process.
4. **Next Steps Whiteboarding**: Quisitive will conduct two (2) one-hour working sessions with key stakeholders to discuss the next steps of the use cases defined, including addressing any technical concerns (e.g., Azure OpenAI Provisioned Throughout Units, or PTUs). In these sessions, the team will collaborate across a multitude of solutions such as if a use case should be mapped to Copilot Studio vs. Custom Agents.
5. **AI Roadmap**: Quisitive will capture output from the sessions including a Use Case Backlog and a Client-specific Maturity Curve and key considerations for Client's AI journey ahead.
6. **Executive Summary**: One (1) hour presentation detailing the final outcomes of the engagement scope, Client estimated ROI for the primary use case, and the path forward to enterprise-wide enablement.

#### 2.1.2 Deliverables – AI Design Thinking Workshop

1. **Use Case Analysis from Design Lab Workshops:** Workbook defining key requirements for AI use case(s) discussed in workshops. Identification of in-scope use cases, data sources, prompt configuration and use case backlog
2. **AI Roadmap and Maturity Curve:** One-to-two-page document highlighting Client-specific Maturity Curve status and key considerations for Client's AI journey ahead.
3. **Executive Summary and Architecture Diagram:** Executive summary to position next steps. Architecture diagram covering proposed automation solution and high-level costs.

#### 2.1.3 Output and Inputs to the Intelligent County Modernization Roadmap

Quisitive's AI Design Thinking Workshop shall establish the business and use-case foundation for the engagement by using what the County identifies as its top use cases for AI design. Quisitive shall align technology recommendations to desired County organizational outcomes and to create a high-level order of operations for recommended initiatives within the consolidated roadmap.

1. **Unified Roadmap Outputs**
    a. **Use-Case backlog** with prioritization criteria (value, feasibility, risk, data readiness)
        i. List of top "roadmap candidate" initiatives

   b. **Data dependency map** per prioritized use case (system, datasets, owners, quality, sensitivity level)
      i. Explicit call outs for remediations required in identity, data, endpoint, before AI systems can be deployed safely
   c. AI maturity curve and readiness gates (roadmap entry criteria)
2. **Licensing and cost inputs captured for roadmap planning**
   a. Identified use-cases that require Azure AI Foundry capacity, Copilot Studio, Power Platform, Dataverse, or M365 Copilot. Use-cases/workloads have Microsoft Purview capabilities noted.
   b. Cost modeling that captures:
      i. Expected pilot user count
      ii. Anticipated throughput (Azure AI Foundry)
      iii. Licensing bundling
3. **Unified roadmap alignment**
   a. 0–3 months (Immediate): Candidate pilot use cases with minimal prerequisite dependencies
   b. 3–6 months (Near-term): Use cases requiring foundational security, data, or governance controls
   c. 12+ months (Horizon): Advanced or enterprise-scale use cases dependent on broader platform maturity
4. **Dependencies**
   a. Availability of business and technical stakeholders
   b. Outputs from this workstream directly inform Unified Roadmap prioritization activities

### 2.1.4 Out-of-Scope – AI Design Thinking Workshop

The following items are explicitly excluded from this engagement unless otherwise agreed via change order:

1. Implementation, configuration, or deployment of AI solutions, apps, or APIs
2. Development of production-grade agents, copilots, or applications
3. Data cleansing or data migration activities
4. Detailed architectural cost modeling
5. Integration with third-party systems

## 2.2 Secure AI Quick Start

### 2.2.1 In-Scope – Secure AI Quick Start

Quisitive will conduct a concise, evidence-based view across Microsoft Zero Trust pillars, a targeted Microsoft Purview "reality check" of sensitive data, a guided results portal + agent to allow stakeholders to explore custom results, and a prioritized action plan with clear owners and handoffs into Quisitive Managed Services (Managed AI, Spyglass/MDR, AMS, or FLEX) for execution.

The following items are within the scope of this SOW:

1. **Zero Trust Snap Assessment (Core)** - Targeted interviews plus SnoCo-run scripted checks; risk scoring and prioritized plan.
   **Client Receives:** Executive readout; risk/rationale; 30/60/90 plan with owners; traceability to evidence.
2. **SnoCo-Run Data Collection (Core)** - PowerShell bundle; privileged user for SnoCo executes and returns summarized outputs to Quisitive via secure channel.
   **Client Receives:** Instructions + scripts; minimal lift; clean POE path.
3. **Interactive Results Portal + Guided Agent (Core)** - Branded delivery workspace to host findings, transcripts, and a curated Q&A agent over the client's outputs (30-day access).
4. **Closeout & Next-Step Attach (Core)** - Final artifacts and recommended attach-paths into Managed AI and Managed Security (Spyglass/MDR) for ongoing improvements.
5. **Data Security Reality Check - Purview + Security Copilot POC** - Bounded scan; sensitive data heatmap; Copilot-guided triage to "First Five" mitigations; teardown.

### 2.2.2 Deliverables – Secure AI Quick Start

1. **Executive Readout & Risk Scorecard:** Zero Trust snapshot, prioritized backlog, 30/60/90 plan
2. **SnoCo-Run Evidence Package:** PowerShell bundle, instructions, secure collection/normalization
3. **Interactive Results Portal + Guided Agent (30-day access):** Branded portal, loaded artifacts, guided Q&A over findings
4. **Data Security Heatmap + First Five: Purview scan + Copilot triage; top five actions with owners**
5. **Closeout Package:** Readout, portal export, decision log, proposed plan (Managed AI / Spyglass / AMS / FLEX)

### 2.2.3 Output and Inputs to the Intelligent County Modernization Roadmap

This assessment uses interviews to analyze Zero Trust maturity across the Microsoft pillars (Identity, Devices, Data, Network, Infrastructure, Security Operations, AI), to determine readiness and remediation recommendations to secure all AI deployments. Quisitive will use the outputs to define which security and governance controls are required to safely support AI initiatives identified across other workstreams.

1. **Unified Roadmap Outputs**
   a. AI Security & Data Risk Baseline: consolidated view of identity, data, and AI adjacent risks aligned to Microsoft Zero Trust pillars.
   b. "First Five" Remediation Actions: prioritized set of the top remediation actions that materially reduce AI and Copilot risk. Each action includes scope, owner, effort level, and Microsoft native control mapping
   c. Sensitive Data Exposure Heatmap: Microsoft Purview driven view of sensitive data types, locations, and exposure patterns across M365 workloads.
   d. AI Enablement Gating Criteria: explicit identification of security and data prerequisites required before enabling AI toolsets.
2. **Licensing and cost inputs captured for roadmap planning**
   a. Identification of required Microsoft security, compliance, and AI capabilities to support recommended controls
   b. High level indication of:
      i. Purview (Information Protection, Data Loss Prevention (DLP), Data Security Posture Management (DSPM), Insider Risk)
      ii. Microsoft Entra ID P2 (Identity Protection, Conditional Access)
      iii. Defender and Security Copilot dependencies
      iv. Inputs are provided for roadmap planning and sequencing, detailed optimization deferred to the Licensing Assessment workstream
3. **Unified roadmap alignment**
   a. 0–3 months (Immediate):
      i. Execution of "First Five" remediation actions
      ii. Foundational identity hardening, audit/logging enablement, and critical data protection controls
      iii. Readiness to proceed with limited Copilot or pilot AI use cases
   b. 3–6 months (Near-term):
      i. Expansion of Purview coverage, automation of data protection, and enforcement of Conditional Access and device-based controls
      ii. Integration of Secure AI Quick Start findings into broader Security, Endpoint, and Collaboration roadmap initiatives
   c. 12+ months (Horizon):
      i. Maturation of AI governance, monitoring, and continuous risk management
      ii. Support for scaled Copilot, agentic AI, and enterprise AI workloads aligned to organizational risk tolerance
4. **Dependencies**
   a. Execution of Client-run evidence collection scripts and access to summarized outputs
   b. Availability of security, identity, and data governance stakeholders for targeted interviews and readouts

c. Outputs directly inform:
d. AI Security Readiness Assessment depth and prioritization
e. Licensing Assessment assumptions
f. Unified Roadmap sequencing and gating decisions for AI related initiatives

### 2.2.4 Out-of-Scope – Secure AI Quick Start

Deliverables and Activities not identified as In-Scope above are out of scope unless accompanied by an approved Change Request. The following items should be considered with respect to the overall Client objective but are not planned for this engagement:

- Broad remediation and configuration changes beyond "First Five" items (handled by FLEX blocks or conversion to Spyglass/MDR or Managed AI).
- Net-new infrastructure, networking, or third-party tooling deployments not explicitly listed.
- Production enablement of Security Copilot or Purview beyond bounded POC scope.
- Data Deliverables

## 2.3 Modern Work Collaboration Assessment

Quisitive's Modern Work Assessment focuses on how Client has deployed the services included in the M365 subscription and how to increase collaboration and communication efficiency and productivity. The assessment focuses on Teams, SharePoint, and OneDrive. Outputs from this assessment will contribute to the Intelligent County Modernization Roadmap.

### 2.3.1 In-Scope – Modern Work Collaboration Assessment

1. **Facilitate up to four, 2-hour, architecture working sessions including but not limited to the following topics:** (these topics are highlighted as they introduce risk to the organization):
    a. External Collaboration Planning
    b. Lifecycle Planning (M365 Groups, SharePoint, Teams, OneDrive)
        i. Site Naming Conventions
        ii. OneDrive for Business (Employee Onboarding/Offboarding)
        iii. Point-in-time backup and restore (MSFT public preview)
        iv. Content Retention
        v. Archival
        vi. Expiration Policies (M365 Groups, SharePoint, Teams, OneDrive)
    c. OneDrive for Business Release Planning
    d. Permissions (SharePoint, Teams, OneDrive)
    e. SharePoint Store
    f. People Search - Custom Properties
    g. Templates (SharePoint, Teams, OneDrive)
    h. Teams Site and Channel Best Practices
    i. Teams User Experience Configuration (Workspaces, Meetings, and Chats)
        i. Additional Storage
        ii. Team Policies
        iii. Messaging Policies (stickers, giphys, memes) including guest usages.
        iv. Access to install Apps, Teams Apps
    j. Offline Files / Sync (SharePoint, Teams, OneDrive)
2. **Configure and validate select Microsoft 365 collaboration settings:** Settings aligned to workshop recommendations, limited to demonstration and validation activities (not full production implementation).
3. Access requirements include: Teams Admin Role, SharePoint Admin Role and Global Reader.

### 2.3.2 Deliverables – Modern Work Collaboration Assessment

1. **Modern Collaboration Backlog:** Microsoft Word document that outlines use cases to modernization and/or improve the M365 environment and configurations.
2. **As-built Documentation**

### 2.3.3 Outputs and Inputs to the Intelligent County Modernization Roadmap

This assessment defines collaboration governance, data protection, and lifecycle management improvements required to support secure and effective modern work.

1. **Unified Roadmap Outputs**
    a. Modern collaboration improvement backlog covering governance, lifecycle, data protection, and adoption
    b. Identification of configuration gaps that introduce security or compliance risk
    c. Recommendations aligned to organizational operating models and user experience
2. **Licensing and cost inputs captured for roadmap planning**
    a. Identification of collaboration, compliance, and data protection capabilities required to support recommendations
    b. Input into licensing alignment and consolidation analysis
3. **Roadmap time-horizon alignment**
    a. 0–3 months (Immediate): Governance guardrails and high-risk configuration remediation
    b. 3–6 months (Near-term): Lifecycle automation, retention, and backup planning
    c. 12+ months (Horizon): Governance maturity and adoption optimization
4. **Dependencies**
    a. Alignment with identity and data protection strategies
    b. Outputs directly inform Unified Roadmap prioritization

### 2.3.4 Out-of-Scope – Modern Work Collaboration Assessment

Deliverables and Activities not identified as In-Scope above are out of scope unless accompanied by an approved Change Request. The following items should be considered with respect to overall objectives but are not planned for this engagement:

1. Implementation, migration, and development activities, including production deployment, migration, custom development, scripting, or automation beyond limited validation.
2. Evaluation, procurement, integration, or configuration of third-party tools or services.
3. Implementation or operationalization of security, compliance, governance, backup, or recovery solutions.
4. End-user training, adoption programs, change management, or ongoing operational support activities.
5. Modifications to identity, network, or endpoint infrastructure.
6. Teams voice or telephony enablement activities.
7. Implementation, restructuring, remediation, or customization of information architecture or user experience.
8. Any work exceeding the defined sessions or deliverables.

## 2.4 Intelligent County Modernization Roadmap

Quisitive's Intelligent County Modernization Roadmap is a unified, assessment-driven plan that organizes and prioritizes recommended initiatives across all domains into a structured, sequenced path forward. It provides clear linkage to assessment findings, identifies dependencies, and outlines a phased approach to guide execution.

1. Consolidated list of initiatives across all assessment domains
2. Mapping of each initiative to originating assessment findings
3. Prioritized set of initiatives based on defined criteria
4. Identification of dependencies and required sequencing of initiatives
5. Phased execution plan (waves or stages) with supporting rationale
6. High-level timeline and effort characterization for initiatives
7. Classification of initiatives (foundational, transformational, optimization)

8. Executive summary explaining roadmap structure, key drivers, and major considerations

## 3. Deliverables – Summary from all Assessments

All deliverables produced under this engagement will be reviewed with the Client upon completion. Deliverables are intended to reflect the scope and activities defined within each assessment domain and will incorporate findings, observations, and recommendations developed during the engagement.

| Assessment | Deliverable |
|---|---|
| **AI Design Thinking Workshop** | • Use Case Analysis Workbook<br>• AI Roadmap including Maturity Curve<br>• Executive Summary & Architecture Diagram |
| **Secure AI Quick Start** | • Executive Readout & Risk Scorecard<br>• Client Evidence Package<br>• Interactive Results Portal + Guided Agent (30-day access)<br>• Data Security Heatmap + First Five<br>• Closeout Package |
| **Modern Work Collaboration Assessment** | • Modern Collaboration Backlog Document<br>• As-built Documentation |
| **Intelligent County Modernization Roadmap** | • Consolidated Roadmap of all recommendations |

## 4. Activity Plan

Quisitive shall begin each assessment with an introductory meeting to align the teams and will conclude with a finding review for Client stakeholders. The team review of the roadmap will be the final activity.

| Domain / Activity | Description | Planning Schedule |
|---|---|---|
| **Engagement Kick-off with project teams and stakeholders** | Review engagement approach and review Client objectives<br>Obtain appropriate access credentials into SnoCo's tenant. | **Start: Week 1** |
| **AI Design Thinking Workshop** | Conduct stakeholder workshops; identify and prioritize use cases; develop initial concepts and business alignment inputs | **Start: Week 1**<br>**Completion: Week 3** |
| **Secure AI Quick Start** | Conduct Zero Trust workshops across pillars (Identity, Devices, Data, Network, Infrastructure, Security Operations, AI), collect data, develop deliverables, and deploy portal | **Start: Week 2**<br>**Completion: Week 4** |
| **Modern Work Collaboration Assessment** | Review collaboration tools and usage; assess current configuration and adoption; identify improvement opportunities; develop backlog and recommendations | **Start: Week 2**<br>**Completion: Week 6** |
| **Intelligent County Modernization Roadmap** | Consolidate findings across all domains; prioritize initiatives; identify dependencies; develop phased roadmap and executive summary | **Start: Week 6**<br>**Completion: Week 8** |
| **Roadmap Review & Next Steps Discussion** | Review engagement results across all assessment domains, including the consolidated modernization roadmap. The session will cover key findings, prioritized recommendations, and supporting rationale, with emphasis on immediate risks, identified opportunities, and a phased execution approach over a three-year horizon (0–6 months, 6–12 months, and future state). | **Presentation: Week 8** |

# 5. Assumptions and Expectations

The scope, deliverables, and related work estimate for this engagement were developed based on the following Assumptions and Expectations. Changes to these assumptions and expectations may impact the estimated effort, schedule, and fees associated with the completion of the services outlined in this SOW.

## 5.1 Assumptions

Unless otherwise stated in this SOW:

1. Prerequisite requirements (security clearances, background checks, systems access, awareness training, etc.) have been communicated to Quisitive prior to the project kickoff meeting.
2. All Quisitive personnel assigned to Client projects undergo a company-provided background check to ensure security and compliance.
3. If the Client requires their own background check for Quisitive personnel, they are responsible for covering all associated costs. Expenses include, but are not limited to, fingerprinting fees, travel costs at standard T&M rates, gas mileage, and any other process-related expenditures.
4. Client and Quisitive resources will be working in cooperation and collaboratively with one another.
5. Information provided in Client documents and statements used to develop this SOW is assumed to be an accurate representation of the respective subject matter.
6. The delivery time and costs provided in this SOW assume that the required resources will be available.
7. Quisitive personnel do not intend to work via screen sharing or “over the shoulder” only access to gather required data.
8. Quisitive resources will be engaged on a full-time basis or per the agreed-upon project schedule, and work will be completed on consecutive business / working days for the duration of this engagement unless otherwise agreed.
9. Delays in the provision of access to personnel and/or resources that delay the project schedule may result in increases in costs, delayed deliverables, and/or scope reduction.

**Assumptions specific to the Secure AI Quick Start:**

10. Quisitive resources will be engaged full-time or per the agreed-upon project schedule, and work will be completed on consecutive business/working days for the duration of this engagement unless otherwise agreed.
11. Least-privilege model; default to SnoCo-run evidence collection and minimal partner access.
12. Timeboxed engagement; deep remediation proceeds via FLEX, Spyglass/MDR, or Managed AI.
13. Licensing prerequisites validated (Purview, Security Copilot, Power Platform/guest access) prior to kickoff.

**Assumptions specific to the Azure Optimization Assessment:**

15. Client shall provide access to and ensure availability of relevant systems and environments from project start through completion.
    a. Acquiring Reader level access to all in-scope Azure subscriptions and the following tools will be necessary to the success of this engagement:
        i. Azure Advisor
        ii. Azure Cost Management and Billing
        iii. Azure Monitor
        iv. Azure Security Center
        v. Azure Service Health
        vi. Azure DevOps
        vii. Entra ID
        viii. Azure Active DirectoryM365 Global Reader

16. Client shall perform any activities that update, change, or remove resources in the in-scope Azure environments based on CAF, WAF, Landing zones, cost optimization recommendations, and/or resource cleanup scripts provided by Quisitive.
17. Client shall participate in planning and discovery sessions for in-scope subscriptions and resources.

**Assumptions specific to the Modern Work Collaboration Assessment:**

18. Access requirements include: Teams Admin Role, SharePoint Admin Role and Global Reader.

### 5.2 Expectations of Client Participation

Unless otherwise stated in this SOW, the Client shall be primarily responsible for the following **Expectations**:

1. Quisitive requests for information from Client shall be turned around within two (2) business days.
2. Client shall provide acceptance criteria for work items.
3. Client shall provide access to and ensure availability of relevant systems and environments from project start through completion.
4. Client shall purchase all hardware, software and requisite licenses needed at their expense and on a timely basis so as not to have a negative impact on the timeline.
5. Client Project Manager (or designee) will have the authority to make project decisions and to ensure that required personnel are available for meetings and assigned tasks.
6. Client Project Manager (or designee) will manage Client resources and commitments to avoid work stoppages or delays in the project schedule.
7. Client shall manage vendors not managed by Quisitive.
8. Client shall make appropriate subject matter experts and stakeholders available as needed to support requirements validation and deliverable review and acceptance.
9. Client shall perform User Acceptance testing on work items.
10. Client shall work with Quisitive to assign or associate Quisitive as a Microsoft partner, as provided in the Appendix.

**Expectations specific to the Secure AI Quick Start:**

11. Provide stakeholders for 2–3 focused interviews (security/identity, data/governance, operations).
12. Execute provided scripts and supply outputs via secure channel within agreed timeframe.
13. Provide access for portal users (RBAC/guest) and attend executive readout.

## 6. Quisitive Team

Key Quisitive team roles are described below. Individuals may fulfill one or more roles in this engagement.

| Role | Responsibilities | Domain |
|---|---|---|
| AI Architect | • Facilitate AI Design Thinking workshops; lead use case discovery; define AI/automation opportunities; develop use case backlog; contribute to roadmap inputs | • AI Design Thinking Workshop<br>• Secure AI Quick Start |
| AI Security Expert | • Zero Trust scoring; backlog; “First Five” definition<br>• Results portal + guided agent | • Secure AI Quick Start |
| Purview Data Governance | • Bounded scan, heatmap, triage. | • Secure AI Quick Start |
| Cloud Solution Architect | • Provide cross-domain architecture oversight; ensure alignment across security, identity, and infrastructure; validate solution design | • All Domains |

| | | |
|---|---|---|
| Project Manager | • Lead project kickoff and close<br>• Create project plan and manage to schedule and budget<br>• Document and track project risks, action items, issues, and decisions<br>• Create and communicate project status reports<br>• Manage deliverable acceptance and change requests | • All Domains |
| Manager | • Primary accountability for quality of delivery, communication, and issue resolution<br>• Management oversight for status reporting, budget, and schedule tracking<br>• Strategic business and technology alignment | • All Domains |

## 7. Timeline

The engagement takes approximately 8 weeks to complete, assuming workstreams run in parallel. Timing for completion of the assessments has a strong dependency on Quisitive team onboarding and the availability of Client's key IT team members.

## 8. Pricing

Quisitive will provide the services defined in this SOW on a ***fixed fee*** basis for a total fee of $37,800. Quisitive will submit invoices for this engagement according to the following schedule:

| **Milestone / Activity** | **Payment Amount** |
|---|---|
| AI Design Thinking Workshop | $ 16,000 |
| Secure AI Quick Start (focused data and zero-trust workshops) | $ 16,000 |
| Modern Work Collaboration Assessment | $ 26,800 |
| **Total Services** | **$ 58,800** |
| **Less: Potential Microsoft Funding (Design Thinking)** | **($ 5,000)** |
| **Less: Potential Microsoft Funding (Secure AI Quick Start)** | **($ 16,000)** |
| **Contract Total (to be paid by SnoCo)** | **$ 37,800** |

| **Payment Schedule** | **Payment Amount** |
|---|---|
| Project Kickoff Completed | 30% of Contract Total |
| After the Readout of two (2) Individual Assessments | 30% of Contract Total |
| After delivery of the final individual assessment | 30% of Contract Total |
| After final presentation and Consolidated Domain Roadmap delivery | 10% of Contract Total |

# 9. Acceptance

In the event of any ambiguity or conflict between any of the terms and conditions contained in the Agreement and the terms, conditions and other provisions of this SOW, the terms and conditions of the Agreement shall control, unless the parties have expressly provided in this SOW that a specific provision of the Agreement shall be amended, in which case the Agreement shall be so amended, but only with respect to the services and deliverables covered by this SOW. In all events, the warranty remedies, warranty disclaimers, limitations of liability and limitations on damages contained in the Agreement shall remain in full force and effect.

The Services described in this SOW constitute Quisitive's entire obligation to provide Services hereunder. If SnoCo requests services in addition to the Services identified in this SOW, the performance of such additional services will require a modification to the deliverables and any adjustment to the schedule and/or fees to be paid.

# Appendix A

## 1. Deliverable Acceptance

### Deliverable Acceptance Process

All Deliverables will be submitted to Client's Project Manager (or designee) for approval during normal business hours. Client shall evaluate each Deliverable and accept or reject it in writing within 3 business days after receipt; otherwise, the Deliverable will be deemed accepted. After acceptance, any subsequent services shall follow the Change Management Process.

In order to be valid, any rejection of a Deliverable must have a reasonable, factual basis derived from the scope of the Project as set forth in this SOW. Should a Deliverable be rejected, Client's Project Manager (or designee) will send a problem identification statement electronically to Quisitive's Project Manager within one (1) day of the rejection, identifying the Deliverable and the specific reason for rejection, and will include any pertinent data for debugging purposes.

Quisitive will return the corrected Deliverable following problem identification with the appropriate fix applied. Client's Project Manager (or designee) will then review the corrected Deliverable, focusing on the corrections provided, within one (1) business day of turnover, and will notify Quisitive using the appropriate Acceptance/Signoff or rejection following the above stated process within one (1) business day of review.

### Change Management

The Change Management Process is a crucial mechanism that can affect the success or failure of this project. This process is the primary vehicle for containing scope and providing management with the opportunity to make timely trade-offs between the three key critical success factors of scope, budget, and schedule. It is imperative that potential changes are identified early, documented carefully, and resolved at the appropriate levels of responsibility.

Changes are broadly defined as work activities or work products not originally planned for or estimated. More specifically, changes may include but are not limited to:

- Scope items not listed in a mutually agreed upon scope deliverable
- Participation in activities not previously included in the list of work activities in the project plan
- Provision or development of deliverables not identified in the SOW
- Project delays caused by resources being unavailable as required per the project plan
- Any rework of completed activities or accepted deliverables
- Investigative work to determine the impact of major changes

To manage change properly, at the beginning of the project, Quisitive and Client shall institute a mutually acceptable change control process to identify, track, assess, and approve changes to the project. Quisitive and Client shall follow this process to classify, prioritize, approve, or reject changes.

The Change Management Process ensures that changes to the project's scope, schedule, or budget are agreed upon prior to implementation of changes and reduced to writing pursuant to Section 6 of the Agreement. **No project changes defined by the SOW shall be implemented until the impact of the change on timeline, budget and resources has been mutually agreed to by the parties in writing and executed pursuant to Section 6 of the Agreement.**

Please note the following:

- All Change Requests must be submitted in writing.
- Any changes to the project budget will require a formal Change Request or amendment signed by an authorized Client stakeholder.
- If the change is accepted, each party's authoritative delegate must sign a written Change Request or amendment. When signed by both parties, the Change Request is an addendum to the SOW.

### Communication Management

Project Communication Management includes processes required to ensure the timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of project information. Communication provides critical links between people, ideas, and information necessary for success.

Timely status reporting and current project schedules are the key vehicles for measuring project progress. The specific activities that each team member works on, and their progress against completing those activities, are the only objective measure of where the project stands against the schedule and budget.

For managing the scope of project documentation, Quisitive recommends Client establish a Project Communications plan that clearly defines the users of information, the frequency of information and the content and context of information during the project. In addition, a project repository will be recommended to facilitate the storage and retrieval of all documents related to the project.

## 2. Travel and Incidental Expenses

While out-of-town travel is not anticipated for this engagement, any travel costs would be billed separately as incurred. Any required travel must be pre-approved by Client.

Unless otherwise stated, this estimate does not include costs for potential investments in new hardware or software to support this solution.

## 3. Project Delays

Quisitive will be allocating resources based on the agreed upon timeline as articulated in this SOW. Any work stoppages resulting from Client imposed delays will result in affected Quisitive consultants billing the expected hours for the duration of the work stoppage.

There are several activities that are required each time a project is paused and restarted. These activities will be covered via a written Change order or amendment that takes those activities into account so that the project can be paused and restarted effectively. Project pause and restart activities will include additional hours and budget for:

1. Pause preparation - Packaging and documenting the work that has been done to date cleanly and effectively so that no work or value to the Client is lost during the pause.
2. Restart communication with Client – Communication with the Client during the Pause period to determine when the restart will take place.
3. Restart planning with Client – Review of schedule changes and Client priorities prior to restart
4. Restart onboarding – Work to ensure the Quisitive Project Team is onboarded and ready to restart. With a project pause longer than two weeks there is no guarantee that the same project team will be able to be staffed on the project.
5. Restart Kickoff – Kickoff with the Client and project team for the restarted project.
6. Hourly rate for Project Delays shall not exceed $200 and any impacts claimed by Quisitive under this Section shall not exceed an aggregate total of $2,000.

## 4. Terms and Conditions

- 
- **Sales Tax:** Client is responsible for any applicable sales tax.

## 5. Microsoft Funding

If Microsoft funds are identified above, they are validated as available but still require Microsoft approval.

Quisitive cannot guarantee any Microsoft funding amount. Any Quisitive services not covered by Microsoft funding are the responsibility of Client and will be billed on a Fixed Fee basis at rates as listed in Section 8. Pricing. If Microsoft funding is not approved at the amounts listed in Section 8. Pricing, Client may require a written change order or amendment.

**Client responsibilities:**

1. Understand funding program(s) requirements and their required activities for each funding program

2. Recognize Microsoft may utilize multiple funding programs related to this SOW
3. Recognize Microsoft may identify specific dates prior to which Client must accomplish certain activities for funding to remain available
4. Recognize that Microsoft funds cannot be used for SnoCo to perform their own services.
5. Recognize that all funding programs have specific requirements, including proof of execution (POE), to obtain funding after issuing a purchase order. Microsoft determines POE and is subject to change at any time. SnoCo agrees to complete and sign a Proof of Execution (POE) document within the allocated timeframe. If SnoCo does not meet these requirements by the expiration date of the purchase order, SnoCo will be responsible for compensating Quisitive for all services performed and any difference in funding towards this SOW will be paid by SnoCo.
6. Acknowledge that each funding program may include meeting specific Azure Consumption Revenue (ACR) target financial objectives, and/or Monthly Active Users (MAU) usage growth requirements which may necessitate SnoCo to expand their Microsoft licensing, consumption and/or usage. SnoCo agrees to collaborate with Quisitive to meet those growth targets as part of the funding eligibility as shown below:
    - Modern SecOps Envisioning Workshop - $20,000 minimum security ACR growth
    - Data Security Envisioning Workshop - $20,000 in M365 E5 billed revenue growth
    - Copilot + Power Envisioning & POC (XS) – SnoCo commits to one (1) metric or a combination of these below
        - M365 Copilot Revenue: $50,000
        - Copilot Chat MAU: 500 users
        - Copilot Studio Revenue: $5,000
        - Power Platform Revenue: $25,000

    * SnoCo has 12 months from the date of the execution of this Agreement to use funding (e.g., the Customer Consent Date) to meet the commitments. SnoCo must show incremental progress over the 12-month period. For example.

        - 25% progress by month 6
        - 50% progress by month 9
        - 75% progress by month 12
        - 100% progress by month 13

**Quisitive responsibilities:**

1. Notify Client when funds have been approved
2. Ensure Client has a qualified Microsoft representative who can review the requirements to qualify, claim funding and process payment to Quisitive
3. Assist Client in addressing any funding questions
4. Facilitate and complete the various Proof of Execution (POE) steps required by this engagement

## 6. Microsoft Partner Record

When acting on behalf of the Client managing, configuring, and supporting Azure, D365, M365, and/or Power Apps services, Quisitive consultants will need contributor or owner access to the Client's environment. Using Partner Admin Link (PAL), Quisitive consultants will associate the user credentials used for service delivery with Quisitive's Microsoft Partner ID (4720843). When Quisitive's user credentials are disabled, the information will be removed.

Client Global Admin shall complete Partner Admin Link (PAL) using Quisitive's Microsoft Partner ID (4720843) within five (5) days of project kick off. Quisitive shall provide the Client with any necessary assistance to accomplish the designation. PAL instructions can be found here: https://quisitive.com/wp-content/uploads/2025/05/Quisitive-PAL-DPOR-Guide-for-Customers.pdf

Client Global Admin shall designate Quisitive as its Digital Partner of Record (DPOR) with Microsoft using Quisitive's Microsoft Partner ID (4720843). DPOR is a designation for Microsoft to actively identify the partner that assisted with an implementation in the event of support needs. DPOR has no effect on the Client in standing or financially. Client shall make the DPOR designation in the Azure Customer Portal provided by Microsoft within five (5) business days of project kick off. Quisitive shall provide the Client with any necessary assistance to accomplish the designation. DPOR instructions can be found here: https://quisitive.com/wp-content/uploads/2025/05/Quisitive-PAL-DPOR-Guide-for-Customers.pdf

Microsoft Online Services Partner Incentives Disclosure for Public Sector Entities - As a Microsoft Gold Partner in Cloud Platform and Cloud Productivity, Quisitive participates in various Microsoft programs and initiatives that reward partners for enabling and enhancing the success of our mutual Clients. The Microsoft Partner Incentives Portfolio includes incentive programs through which Microsoft may provide the Partner with fees, commissions, or other compensation in connection with Microsoft products or services purchased or utilized by the Client. The Microsoft Partner Incentive program participation terms require that the Partner provide this information in writing when the Client is a US governmental or public sector entity. As such, this disclosure is being provided to you in accordance with program terms.

# Appendix B – Azure Optimization Assessment

## Services Identified as In-Scope

| SERVICE | IN SCOPE | Up to Number of Instances |
|---|---|---|
| **Azure Environments** | **Yes** | 3 |
| **Azure App Services** | **Yes** | 125 |
| **Azure Monitor Application Insights.** | **Yes** | 70 |
| **Application Gateways** | **Yes** | 5 |
| **Entra ID** | **Yes** | 2 |
| **Azure Firewall** | **Yes** | 2 |
| **Azure Functions** | **Yes** | 25 |
| **Azure Service Bus** | **Yes** | 9 |
| **Azure Storage Accounts** | **Yes** | 250 |
| Azure Virtual Desktop (AVD) | No | 0 |
| **Azure VMs** | **Yes** | 200 |
| Cosmos DB | No | 0 |
| Data Lake Storage | No | 0 |
| **Disaster Recovery (ASR)** | **Yes** | 200 |
| **Event Grid** | No | 0 |
| Microsoft Intune | No | 0 |
| **Net App Storage** | **No** | 0 |
| **SQL Managed Instance** | **Yes** | 3 |
| Windows 365 | No | 0 |
| AKS | No | 0 |
| **Azure SQL** | **Yes** | 10 |
| Azure Container Instances | No | 0 |
| **Azure DNS** | **Yes** | 50 |
| **Traffic Manager** | **Yes** | 28 |
| **IP Addresses** | **Yes** | 100 |
| **Azure Bastion** | No | 0 |
| API Management | No | 0 |
| **Static Web Apps** | **Yes** | 3 |
| Azure Data Lake | No | 0 |
| **Azure Data Factory** | No | 0 |
| Alternative Azure services | No | 0 |

# Appendix C – Optional Module - Azure Optimization Assessment

### Status of This Module

This Azure Optimization Assessment is explicitly excluded from the scope of this SOW. It is provided for informational and planning purposes only and does not form part of the contracted Services, Deliverables, timeline, or fees.

Execution of this module requires a formal Change Request (CR) approved and signed by both Quisitive and Client in accordance with the Change Management Process defined in this SOW and Section 6 of this Agreement. No work associated with this module will commence without such approval.

### Azure Optimization Assessment Overview (If added via CR)

Quisitive will review SnoCo's current Azure implementation to deliver a roadmap of recommendations that aligns to SnoCo goals and objectives. Outputs from this assessment will contribute to the Intelligent County Modernization Roadmap. Areas of focus are:

- **Cloud Adoption Framework (CAF) Gap Analysis**: The gap analysis will assess the organization's current state, identify gaps in Client's current cloud adoption strategy, and make recommendations that align with Microsoft's best practices.
- **Cost Review**: The cost review is an analysis of the Client's Azure usage, the costs of Azure services and resources to enable optimized spending and improved cost efficiency. Quisitive will analyze usage patterns, identify areas of overspending, and recommend cost-saving measures including the identification and removal of unnecessary resources.
- **Baseline Azure Security Analysis**: The review includes a review of identity and access management, network security, to provide recommendations for improving baseline security against Microsoft's best practices.
- **Well-Architected Review**: This review evaluates the architecture of applications in Azure against a framework that focuses on: cost optimization, operational excellence, performance efficiency, reliability, and security. The review results in a report that provides recommendations for improving the application's architecture and overall performance in Azure.

#### Potential In-Scope – Azure Optimization Assessment (Illustrative Only)

Quisitive will evaluate the following for optimization:

1. **Current network & architecture review sessions**
2. **Cloud Adoption Framework**
    a. Discovery & planning sessions
    b. CAF Gap Analysis
3. **Cost Review**
    a. Cost Optimization analysis of existing Azure Implementation
    b. Unused Resource discovery
4. **Well Architected Framework review (for up to 2 applications)**
    a. For each application, host one or more sessions to gather app-specific information on the following areas to facilitate the WAF review:
        i. Planning for the application layer
        ii. Reliability
            1. Requirements & Metrics
            2. Application testing
            3. Capacity planning
            4. Monitoring

iii. Operational Excellence
   1. Roles and responsibilities
   2. Application scaling
   3. Alerting & action plans
   4. Deployments
   5. Patching
iv. Security
   1. Identity (AD/Azure AD) alignment
   2. Cloud Application security
v. Performance
   1. Efficiency
   2. Data scaling
   3. Benchmarking
vi. Solution Cost Optimization
   1. Cost Models
   2. DevOps practices
   3. Resource management

b. Document outlining process & adoption recommendations as defined by Well-Architected Framework

5. **Landing zone planning & architecture**
   a. Landing zone design
6. **Disaster recovery & High Availability**
   a. Disaster recovery planning sessions
   b. High availability requirements & planning
   c. Recovery Time Planning (RTO) / Recovery Point Objective (RPO) planning
   d. Azure options for availability (Alternative Azure Region considerations)
   e. DR recommendations
7. **Infrastructure as Code (IaC)**
   a. General recommendations for Infrastructure as Code (IaC) for future state environment
8. **Azure security baseline review**
   a. Review of Azure Secure Score
   b. Review subscription RBAC and IAM implementation
   c. Evaluate Defender for Cloud deployment
9. **Azure Services Identified as In-Scope – See Appendix B**

**Potential Deliverables – Azure Optimization Assessment (Illustrative Only)**

1. **Assessment Findings Document and Presentation (PowerPoint):** Summary Presentation including key findings, recommendations, and supporting documentation for resources included in scope (including Cost Optimization, CAF Gap Analysis, Well Architected Framework analysis, DR recommendations, and Security Report).
2. **Cost optimization analysis summary (Excel):** Workbook cataloguing underlying data that informed recommendations for optimizing the Azure environment.
3. **Landing zone architecture (Visio):** Diagram depicting future state architecture for Azure landing zones & implementation.

**Potential Outputs and Inputs to the Intelligent County Modernization Roadmap (Illustrative Only)**

This assessment identifies cost, performance, reliability, and security optimization opportunities within the existing Azure environment and informs platform-level roadmap initiatives.

1. **Unified Roadmap Outputs**
    a. Prioritized optimization backlog addressing cost management, security posture, operational excellence, and resiliency
    b. Cost optimization summary identifying savings opportunities and investment tradeoffs
    c. Architecture and landing-zone recommendations to support future cloud growth
2. **Licensing and cost inputs captured for roadmap planning**
    a. Identification of Azure platform services and security features required to support recommended optimizations
    b. Input into cloud cost modeling assumptions used in the consolidated roadmap
3. **Roadmap time-horizon alignment**
    a. 0–3 months (Immediate): Quick-win cost optimizations and baseline configuration improvements
    b. 3–6 months (Near-term): Governance, resiliency, and architectural enhancements
    c. 12+ months (Horizon): Continuous optimization and modernization initiatives
4. **Dependencies**
    a. Access to in-scope Azure subscriptions management, cost, and monitoring tools
    b. Outputs inform Unified Roadmap sequencing

**Potential Out-of-Scope – Azure Optimization Assessment (Illustrative Only)**

1. Application, Database, and/or Server changes aligning with cost optimization recommendations.
2. Remediation of any existing workloads or resources in Azure or on-premises.
3. Redeployment of any existing Azure resources.
4. Redesign and/or redeployment of any existing on-premises resources.
5. Configuration and/or deployment of 3rd party software.
6. Remediation of findings and recommendations identified from project activities.
7. Remediation of security recommendations identified from project activities.
8. Configuration of custom monitors or alerts as recommended by cost optimization plans.
9. Full server and/or application dependency mapping for all in-scope subscriptions and resources.
10. Activities that update, change, or remove resources in the in-scope Azure environments based on cost optimization recommendations and/or resource cleanup scripts provided by Quisitive.
11. Resolution of observer misconfigurations, or incident response in the event of a discovered intrusion.

## Pricing – Optional Module – Azure Optimization Assessment

| Milestone / Activity | Payment Amount |
|---|---|
| Licensing Assessment | $26,000 |

# Appendix D – Optional Module - Licensing Assessment

### Status of This Module

This Licensing Assessment is explicitly excluded from the scope of this SOW. It is provided for informational and planning purposes only and does not form part of the contracted Services, Deliverables, timeline, or fees.

Execution of this module requires a formal Change Request (CR) approved and signed by both Quisitive and Client in accordance with the Change Management Process defined in this SOW and Section 6 of the Agreement. No work associated with this module will commence without such approval.

### Licensing Assessment Overview (If added via CR)

This assessment evaluates Microsoft 365 cloud licensing to support organizational needs. Quisitive will analyze the current licensing landscape and provide recommendations to optimize Client's licensing footprint. The inputs for this evaluation will include Client stated objectives and the recommendations from the other assessments in this engagement. As such, this assessment is dependent on findings and recommendations from other in-scope assessments and will be performed following sufficient completion of those activities. Outputs from this assessment will contribute to the Intelligent County Modernization Roadmap.

**Potential In-Scope – Licensing Assessment (Illustrative Only)**

1. **Persona Definition**: Identify and define licensing personas such as office workers, field workers, and executives to determine the appropriate types of licenses required.
2. **Assessment Integration**: Gather insights from the other assessments to inform the licensing strategy.
3. **Decision Support**: Recommendations to enable informed licensing decisions based on the various assessment's findings and recommendations.
4. **Licensing Recommendations**: Provide a detailed summary of the necessary licenses to support the recommended IT and security measures to align with stated goals and objectives.

**Potential Deliverables – Licensing Assessment (Illustrative Only)**

1. **Licensing Recommendation Document:** Licensing recommendations by SKU based on Client goals and objectives. These will be derived from the output and recommendations of this and the other assessments contained in this scope of work.

**Potential Outputs and Inputs to the Intelligent County Modernization Roadmap (Illustrative Only)**

This assessment consolidates licensing requirements identified across all workstreams into a cohesive, cost-aware licensing strategy.

1. **Unified Roadmap Outputs**
   a. A persona-based licensing model aligned to roadmap initiatives
   b. Identification of licensing gaps required to support security, compliance, and modernization recommendations
   c. High-level cost considerations and optimization opportunities
2. **Roadmap time-horizon alignment**
   a. 0–3 months (Immediate): Licensing required to enable critical security and identity controls
   b. 3–6 months (Near-term): Expansion to support endpoint and collaboration initiatives
   c. 12+ months (Horizon): Ongoing optimization based on usage and maturity
3. **Dependencies**
   a. Dependent on outputs from all other assessments
   b. Final input into the Unified Roadmap cost and sequencing view

**Potential Out-of-Scope – Licensing Assessment (Illustrative Only)**

Deliverables and Activities not identified as In-Scope above are out of scope unless accompanied by an approved Change Request. The following items should be considered with respect to overall objectives but are not planned for this engagement:

1. Procurement, deployment, or Implementation of recommended licensing
2. In-depth financial analysis of licensing costs beyond high-level recommendations.
3. Compliance, audit activities, or review of licensing contracts and agreements.
4. Training or support of any licensing changes
5. Remediation of any technical issues or misconfigurations related to current licenses or licensing changes.

### Pricing – Optional Module – Licensing Assessment

| **Milestone / Activity** | Payment Amount |
|---|---|
| Licensing Assessment | $26,500 |

# Signature for Snohomish County County Intel SOW

Final Audit Report 2026-07-24

| | |
|---|---|
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| By: | Quisitive Signature Services (quisitivesignatureservices@quisitive.com) |
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