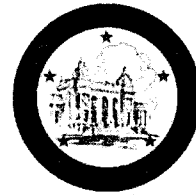


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.30  
(ID # 10692)

**MEETING DATE:**

Tuesday, December 17, 2019

**FROM:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT): Approval of Amendment 3 to the Master Ordering Contract Number CON0090302 with ServiceNow to provide Enterprise License Subscriptions for the County's ticketing and helpdesk platform up to \$4,727,400 through December 30, 2022 and approve the Agreement between County of Riverside and Carahsoft Technology Corporation from other than low bid for \$157,992 to Provide Implementation Service through June 30, 2020, All Districts. [Total cost not to exceed \$4,885,392, RCIT Budget - 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Amendment No. 3 to the Master Ordering Contract Number CON0090302 with ServiceNow to provide renewal of ServiceNow Enterprise License Subscription through December 30, 2022 for a total aggregate amount not to exceed \$4,727,400, and authorize the Chairman of the Board to execute the Amendment, and the attached Order Form (Exhibit G) and Upgrades and Updates Amendment on behalf of the County.
2. Approve the Professional Services Agreement with Carahsoft Technology Corporation from other than low bidder for the amount not to exceed \$157,992 to provide implementation services for Facilities Management Module in ServiceNow through June 30, 2020, and authorize the Chairman of the Board to execute the Agreement on behalf of the County.

**ACTION:Policy**


  
Dave Rogers, Assistant County Executive Officer / CIO 12/5/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 17, 2019  
xc: RCIT

Kecia R. Harper  
Clerk of the Board  
By 

Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,456,392	\$ 1,638,000	\$ 4,885,392	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RCIT Budget - 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20-21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On March 29, 2016, (Item 3-27) the Board of Supervisors approved an Enterprise master agreement with ServiceNow for helpdesk and other information technology management services. RCIT utilizes ServiceNow to manage incidents, service requests, track assets, manage travel and training requests and manage building security. The department's use of the platform has expanded including specific projects on Asset Management and Facilities Management for county departments.

This request is to amend the existing agreement to a full Enterprise Licensing model that allows for unlimited use across departments as more projects are built on the platform. It will allow the county flexibility by allowing licensing to switch between requested modules without further spend and lock in the price for 3 years.

Additionally, there is a request for approval of the Professional Services Agreement (the "Agreement") with Carahsoft Technology Corporation to provide implementation services for the Facilities Management module in ServiceNow. This is a specific implementation partner secured through a competitive bid to help the county implement a requested facilities management module for DPSS. It is DPSS's intention to activate this module within the ServiceNow platform so that it may replace an outdated, unsupported system. Furthermore, the Facilities Management module in ServiceNow also performs the following functions: Space Management, Asset Management (consumables) and Facilities Service Request. All of these functions will integrate seamlessly within the current ServiceNow portal and provide detailed reporting with insights into volume, types of requests and individual workloads so that resources can be optimized. The Facilities Service Management application will allow DPSS users to request changes to the operation and maintenance of their facilities. The DPSS facilities staff can then track these requests and make the necessary changes.

**Impact on Residents and Businesses**

There is no negative impact on citizens and businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Expenditure:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>Description:</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>Total</b>
<b>One-time Cost:</b>				
ServiceNow Facility Management Module Implementation Services	\$ 157,992			\$ 157,992
<b>Ongoing Costs:</b>				
Annual Enterprise License Subscription	\$ 1,298,400	\$1,638,000	\$1,791,000	\$4,727,400
<b>Total Cost</b>	<b>\$ 1,456,392</b>	<b>\$1,638,000</b>	<b>\$1,791,000</b>	<b>\$4,885,392</b>

**Contract History and Price Reasonableness**

RCIT and RUHS selected ServiceNow as the desired platform based on business requirements, industry research and the impact to the impending Epic system with Loma Linda. After extensive research with other customers and by consulting with Gartner, Inc., we were able to achieve a 50% discount for the primary subscription licenses for the three-year period. This validates our research and indicates that ServiceNow is providing the appropriate discounts for our volume.

ServiceNow has agreed to provide County with the same discounted rate as the original purchase. Also, they are willing to offer the same pricing for the annual subscription through December 30, 2022 without any cost uplift.

County of Riverside Purchasing, on behalf of RCIT, issued a Request for Proposal (RFP) #ITARC-478 soliciting proposals for implementation services of Facilities Management module in ServiceNow. Four bidders responded to the solicitation. Prices ranged from \$150,000 to \$213,108. The County Evaluation Committee reviewed all proposals and determined Carahsoft was technically the highest scored and the best value for the County. Carahsoft's original proposed cost was \$166,480 the second lowest cost. After a Best and Final Offer request and contract negotiation, Carahsoft agreed to decrease their proposed pricing by \$8,558 for a total cost of \$157,922.

County Counsel has approved the Agreement as to legal form.

**ATTACHMENTS:**

1. Amendment No. 3 to ServiceNow Master Ordering Contract Number CON0090302
2. Professional Services Agreement with Carahsoft Technology Corporation.

  
Tina Grande, Assistant Purchasing Director 12/10/2019

  
Gregory V. Priamos, Director County Counsel 12/11/2019

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT  
WITH  
SERVICENOW, INC.

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Original Contract Term:	3/29/2016 through 3/29/2019
Original Contract ID:	CON0090302
Effective Date of Amendment:	12/17/2019
Original Annual Maximum Contract Amount:	\$818,244
Amendment No. 3 Maximum Contract Amount:	Not to Exceed \$4,727,400 through 31 December 2022

This AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT with ServiceNow, Inc. ("Third Amendment"), dated as of December 10, 2019, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and ServiceNow, Inc. ("CONTRACTOR"), a Delaware corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, the COUNTY entered into that certain Master Ordering Agreement between County of Riverside and ServiceNow, Inc., dated March 29, 2016, Contract #CON0090302 ("Agreement"), whereby CONTRACTOR, among other things, authorized COUNTY to access and use the Subscription Service (as defined therein) and granted COUNTY to install and execute Software (as defined therein) on County-operated machines solely to facilitate County's authorized access to and use of the purchased Subscription Service;

WHEREAS, COUNTY and CONTRACTOR first amended the Agreement on February 6, 2018 (Board of Supervisors Agenda Item No. 3.20) to add Order Form Number ORD0622349-1 as Exhibit D to the Agreement;

WHEREAS, COUNTY and CONTRACTOR amended the Agreement for the second time on March 26, 2019 (Board of Supervisors Agenda Item No. 3.16) to add Order Form Number ORD0686676-4 as Exhibit E and Order Form Number ORD0834730-3 as Exhibit F the Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the third time to add Order Form Number ORD1181248-1 (attached hereto and by this reference incorporated herein) as Exhibit G to the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. EXHIBITS. Section 1A, subsection 1A.1 of the Agreement ("EXHIBIT LIST") is hereby amended by adding the following:


Exhibit G – Order Form Number ORD1181248-1

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT  
WITH  
SERVICENOW, INC.

3. Attachment 1 of this Third Amendment ("Exhibit G – Order Form No. ORD1181248-1) is attached and incorporated into the Agreement as Exhibit G.
4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Third Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Third Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this Third Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This Third Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

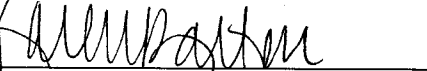
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Third Amendment.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

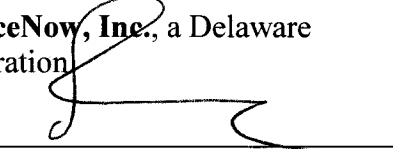
By:   
Kevin Jeffries, Chairman  
Board of Supervisors

Dated: DEC 17 2019

ATTEST:  
Kecia Harper  
Clerk of the Board


By:   
Deputy

ServiceNow, Inc., a Delaware  
corporation

By:   
Paul Curtis  
Senior Director, Orders to Cash

Dated: 3 Dec 19

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Susanna Oh  
Deputy County Counsel

**ATTACHMENT 1**

COUNTY OF RIVERSIDE  
AMENDMENT NO. 3 TO THE MASTER ORDERING AGREEMENT  
WITH  
SERVICENOW, INC.

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EXHIBIT G

Order Form Number ORD1181248-1

## Exhibit G Order Form

# servicenow

ServiceNow, Inc.  
2225 Lawson Lane  
Santa Clara, CA 95054

**Order Number**

ORD1181248-1

**Pricing Expiration: 30 Dec 2019**

SNC Account Exec	Chris Garn
Phone	+16692622051
E-mail	chris.garn@servicenow.com

Customer Invoice Address	Customer Ship To Address
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<p>Company Name County of Riverside Address 3450 14th St Suite City Riverside State/Province CA - California Zip/Postal Code 92501-3862 Country United States AP Contact Name Title Phone E-mail Account # ACCT0039440</p>	<p>Company Name County of Riverside Address 3450 14th St Suite City Riverside State/Province CA - California Zip/Postal Code 92501-3862 Country United States Business Contact Title Phone E-mail</p>
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Reference Contract #(s) CON0090302	PO #
	Tax exempt? No
	Payment Terms Net due in 30 days
Currency USD	

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD00827	ServiceNow® Additional Production Environment	US Data Center	1	36 Months	31 Dec 2019	30 Dec 2022	\$ 3,750.00	\$ 45,000.00	\$ 135,000.00
PROD00065	ServiceNow® Additional Non-Production Instance	US Data Center	1	36 Months	31 Dec 2019	30 Dec 2022	\$ 0.00	\$ 0.00	\$ 0.00
PROD11382	ServiceNow® Customer Service Management Professional	CSM User	350	36 Months	31 Dec 2019	30 Dec 2022	\$ 65.00	\$ 273,000.00	\$ 819,000.00
PROD11415	ServiceNow® IntegrationHub Starter	Transactions	1	36 Months	31 Dec 2019	30 Dec 2022	\$ 0.00	\$ 0.00	\$ 0.00
PROD11356	ServiceNow® IT Service Management Professional	Unrestricted User	22000	12 Months	31 Dec 2019	30 Dec 2020	\$ 4.75	\$ 1,254,000.00	\$ 1,254,000.00
PROD11356	ServiceNow® IT Service Management Professional	Unrestricted User	22000	24 Months	31 Dec 2020	30 Dec 2022	\$ 5.00	\$ 1,320,000.00	\$ 2,640,000.00
PROD11382	ServiceNow® Customer Service Management Professional	CSM User	150	12 Months	31 Dec 2021	30 Dec 2022	\$ 65.00	\$ 117,000.00	\$ 117,000.00
PROD11377	ServiceNow® IT Business Management Planner	Planner	100	12 Months	31 Dec 2021	30 Dec 2022	\$ 30.00	\$ 36,000.00	\$ 36,000.00
PROD00535	ServiceNow® Performance Analytics	Application	-1	3 Months	31 Dec 2019	30 Mar 2020	\$ 3,645.00	(\$ 43,740.00)	(\$ 10,935.00)
PROD00170	ServiceNow® Approver User	Approver User	-1581	3 Months	31 Dec 2019	30 Mar 2020	\$ 9.00	(\$ 170,748.00)	(\$ 42,687.00)

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD01275	ServiceNow® Service Management Suite v2	Fulfiller User	-479	3 Months	31 Dec 2019	30 Mar 2020	\$ 50.00	(\$ 287,400.00)	(\$ 71,850.00)
PROD00827	ServiceNow® Additional Production Environment	US Data Center	-1	3 Months	31 Dec 2019	30 Mar 2020	\$ 3,750.00	(\$ 45,000.00)	(\$ 11,250.00)
PROD00065	ServiceNow® Additional Non-Production Instance	US Data Center	-1	3 Months	31 Dec 2019	30 Mar 2020	\$ 0.00	\$ 0.00	\$ 0.00
PROD03368	ServiceNow® HR Service Delivery Professional	HR User	-22084	3 Months	31 Dec 2019	30 Mar 2020	\$ 1.50	(\$ 397,512.00)	(\$ 99,378.00)
PROD10244	ServiceNow® Customer Service Management Standard	Fulfiller User	-200	3 Months	31 Dec 2019	30 Mar 2020	\$ 62.50	(\$ 150,000.00)	(\$ 37,500.00)

**Subscription Product SubTotal**    \$ 1,950,600.00    \$ 4,727,400.00

**Education, Knowledge and Professional Services Subtotal**    \$ 0.00

**Pre-tax Total**    \$ 4,727,400.00

Estimated Taxes    TBD

**Estimated Grand Total**    \$ 4,727,400.00

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	\$ 1,298,400.00	TBD	\$ 1,298,400.00
Annual Subscription Fee	November 30, 2020	\$ 1,638,000.00	TBD	\$ 1,638,000.00
Annual Subscription Fee	November 30, 2021	\$ 1,791,000.00	TBD	\$ 1,791,000.00
		\$ 4,727,400.00	TBD	\$ 4,727,400.00

**Hosting Details**

ServiceNow # of Instances:	2 Production 4TB Storage Limit, 4 Non Production 4TB Storage Limit
Instance Names:	rivcoextprod, rivcoitprod, rivcoexttest, rivcoextdev, rivcoitdev, rivcoittest
Customer ServiceNow Admin:	
Email:	
Data Center Region:	United States



## Terms and Conditions

Customer's use rights to the subscription products ("Subscription Service") set forth herein for the term beginning on the term start date, ending on the term end date (the "Subscription Term"), are governed by the signed definitive agreement(s) with the contract reference number set forth above ("Agreement") as supplemented and modified by this Order Form, ServiceNow's subscription service guide ("Subscription Service Guide") (which includes (1) the Customer Support Policy, (2) Upgrades and Updates, (3) the Data Processing Annex, and (4) the Data Security Guide) and the service descriptions for the purchased packaged professional services ("Service Description") published as of the effective date of this Order Form. The Subscription Service Guide and Service Description are as set forth on [www.servicenow.com/upgrade-schedules.html](http://www.servicenow.com/upgrade-schedules.html) and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at [legal.request@servicenow.com](mailto:legal.request@servicenow.com).

The parties hereby agree to the following terms and conditions with respect to the subject matter of this Order Form:

1. Order is not subject to acceptance;
2. Customer shall limit the types and number of subscription products, Customer developed applications, users and their permitted functions, and other use restrictions to those specified in this Order Form;
3. The Subscription Service includes a service level agreement with target service level availability of 99.8 percent in each month and associated service credits for non-compliance at customer request, as provided in the Subscription Service Guide; and
4. Support, upgrades, data security and data processing provisions applicable to the Subscription Service are set forth in the Subscription Service Guide. Customer and ServiceNow hereby expressly agree that the provisions of this Order Form, Subscription Service Guide, and Service Descriptions shall control over any conflicting provisions in the Agreement and any prior agreements concerning the subject matter thereof that may exist between parties are hereby superseded and replaced in their entirety.

## Notes

ServiceNow will apply the credit amount stated in the table above for the unused subscription fees paid by Customer under Order Number(s) ORD0686676-4, ORD0622349-1 ("Original Order Form(s)") with an invoice date(s) of March 26, 2019 and March 1, 2019 for the subscription products described therein ("Superseded Products"). As of the Term Start Date of this Order Form Customer will cease use of the Superseded Products and this Order Form supersedes and replaces the Original Order Form(s).

Prior to general availability of the first Release Family in 2020 ServiceNow will provide Updates for the then-current Release Family and the 2 immediately preceding Release Families. After general availability of the first Release Family in 2020, ServiceNow will provide Updates according to the Upgrade Policy as set forth on [www.servicenow.com/upgrade-schedules.html](http://www.servicenow.com/upgrade-schedules.html).

**Payment Terms**

If Customer issues a purchase order, any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order at least fifteen (15) business days prior to the date of the invoice.

Please submit a PO for the amount set forth above to [accountsreceivable@servicenow.com](mailto:accountsreceivable@servicenow.com) or fax to 877-824-0673 or ServiceNow, Inc., Attention: Accounts Receivable, 4810 Eastgate Mall, San Diego, CA 92121

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE. The order is for the entire Subscription Term and is undividable. Payments are due as per the invoice schedule. All remaining fees are due immediately if ServiceNow terminates for non-payment.

Prices are stated exclusive of taxes, duties and similar assessments on Customer's use, which Customer agrees to pay, excluding taxes on ServiceNow's net income. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

When applicable, Customer must provide its VAT or GST identification number(s) on this Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service or related professional services for Customer's business use in the foregoing location(s).

**Product Overview**

The ServiceNow Product Overview containing descriptions of the ServiceNow applications and platform services included in the Subscription Products as described in the attached ServiceNow Order Form Product and Use Definitions is posted on <https://www.servicenow.com/upgrade-schedules.html>

## ServiceNow® Order Form - Product and Use Definitions

### USER TYPE DEFINITIONS

A **"User"** means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the Subscription Service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

For applications for which Customer has purchased **"Unrestricted Users"**, Customer may use the number of purchased Unrestricted Users indicated on the Order Form. Unrestricted Users may perform any or all functions for all User Types below.

For applications for which Customer has purchased **"Fulfiller Users"**, Customer may use the number of purchased Fulfiller Users indicated on the Order Form. A Fulfiller User is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

**"Process User"** has the same use rights as **"Fulfiller User."**

For applications for which Customer has purchased **"Approver Users"**, Customer may use the number of purchased Approver Users indicated on the Order Form. An Approver User is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

For applications for which Customer has purchased **"Requester Users"**, Customer may use the number of purchased Requester Users indicated on the Order Form. A Requester User is any User performing any of the functions set forth in the table below for a Requester User. A Requester User may only perform the functions set forth in the table below for a Requester User.

**"End User"** has the same use rights as **"Requester User."**

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULLFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included

Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

### CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.

A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/upgrade-schedules.html> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at [legal.request@servicenow.com](mailto:legal.request@servicenow.com).

### SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD00827 ServiceNow® Additional Production Environment	One (1) additional production 4TB storage limit instance and one (1) non-production 4TB storage limit storage limit instance in ServiceNow's data center.
PROD00065 ServiceNow® Additional Non-Production Instance	Additional non-production 4TB storage limit instance in ServiceNow's data center.
PROD11382 ServiceNow® Customer Service Management Professional	<p>Included Applications: Customer Service Management; Communities; Targeted Communications; Field Service Management; Continual Improvement Management; Proactive customer Service Operations; Service Management for Issue Resolution, Predictive Intelligence; Virtual Agent; and Performance Analytics</p> <p>A CSM User is defined as any employee or contractor of Customer or Customer Affiliate with the right to access one or more of the Customer Service Management Applications and may perform any or all functions as defined in the User Type Definition section above.</p> <p>Notwithstanding the definition of User above, an External CSM User is defined as Customer's external contacts, including, but not limited to, Customer's accounts, consumers, households, partners or other contacts. External CSM Users may create, view, modify, or approve requests of their own or related accounts via the customer portal, approve requests for new contact creation; and manage users or assets of their own or related accounts. External CSM Users are not included in the CSM User count and are not subject to Customer Service Management Subscription Product fees.</p> <p>CSM Users are entitled to use the Customer Service Management Applications listed above only to support External CSM Users.</p> <p>Each CSM User purchased includes 1,000 Customer Service Management - Customer Portal Visits per month (unused Portal Visits expire monthly). Additional Customer Portal Visits may be purchased in increments of 1,000.</p> <p>A Visit is a period of activity on the Customer Portal, including a Community visit. A new Visit is generated if an anonymous, unauthenticated, or External Requester User accesses, logs out, times out, or a Visit lasts beyond midnight in the Data Center Region indicated above.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per CSM User per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).</p> <p>Performance Analytics, Virtual Agent and Predictive Intelligence use rights apply only to Customer Service Management Professional Applications and Bundled Custom Tables.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 50 Custom Tables and to grant each CSM User the right to access those Custom Tables.</p> <p>The following Application(s) became available according to the release indicated below.            Communities - Jakarta            Agent Intelligence - Kingston            Virtual Agent; Continual Improvement Management - London            Agent Intelligence renamed to Predictive Intelligence - New York            Proactive Customer Service Operations - New York</p>

<p>PROD11415 ServiceNow® IntegrationHub Starter</p>	<p>IntegrationHub Starter includes entitlement for up to 1,000,000 IntegrationHub Transactions annually (unused Transactions expire annually).</p> <p>IntegrationHub Starter includes Protocols and Spokes as set forth in the IntegrationHub Overview on <a href="http://www.servicenow.com/upgrade-schedules.html">www.servicenow.com/upgrade-schedules.html</a> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a>.</p> <p>An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer.</p> <p>Additional annual Transactions require the purchase of a separate IntegrationHub package.</p>
<p>PROD11356 ServiceNow® IT Service Management Professional</p>	<p>Included Applications: Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Service Owner Workspace; Vendor Manager Workspace; Predictive Intelligence; Virtual Agent; and Performance Analytics</p> <p>Usage is limited by the number of purchased Unrestricted Users as defined in the User Type Definitions Section.</p> <p>Performance Analytics, Virtual Agent and Predictive Intelligence use rights apply only to IT Service Management Professional Applications and Bundled Custom Tables.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 50 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User.</p> <p>The following Application(s) became available in the family release indicated below.  Agent Intelligence - Kingston  Walk-Up Experience; Continual Improvement Management; and Virtual Agent - London  Agent Intelligence renamed to Predictive Intelligence - New York  Service Owner Workspace; Vendor Manager Workspace - New York</p>
<p>PROD11377 ServiceNow® IT Business Management Planner</p>	<p>Included Applications: Demand Management; Resource Management; Project Portfolio Management; Agile Development; Test Management; Financial Planning; Application Portfolio Management; Financial Charging; Financial Modeling; and Performance Analytics</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section for the following Applications: Demand Management; Resource Management; Project Portfolio Management; Agile Development; Test Management; and Financial Planning</p> <p>Customer is granted use rights for the following Applications as described herein:</p> <p>Application Portfolio Management -  Customer is granted rights to Application Portfolio Management to create configurations for, modify records associated with, and view, any Application created by an IT Business Management - Analyst.</p> <p>Financial Charging -  Customer is granted rights to view and manage charge items and showback statements created by the IT Business Management - Analyst.</p> <p>Financial Modeling -  Customer is granted rights to view reports created within Financial Modeling by the IT Business Management - Analyst.</p> <p>Performance Analytics use rights apply only to IT Business Management - Planner Applications and Bundled Custom Tables.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables.</p> <p>The following Application(s) became available in the family release indicated:  Financial Planning - Geneva  Agile Development - Helsinki  Application Portfolio Management - Istanbul  Financial Reporting renamed to Financial Charging - Kingston  Cost Transparency renamed to Financial Modeling - Kingston</p>

<p>PROD00535 ServiceNow® Performance Analytics</p>	<p>Performance Analytics.</p> <p>Any User may use Performance Analytics with a ServiceNow application or Custom Application for which he or she has use rights. User types are defined in the User Type Definitions Section.</p> <p>The annual subscription fee for Performance Analytics ("PA User Fee") is based on the total of the annual subscription fees of all User-based products subscribed by Customer. As Customer exceeds capacity of purchased Users or purchases additional Users of any of the ServiceNow User-based products, additional PA User Fee may apply.</p>
<p>PROD00170 ServiceNow® Approver User</p>	<p>Customer is granted the rights for Approver User as defined in the User Definitions Section.</p>
<p>PROD01275 ServiceNow® Service Management Suite v2</p>	<p>Service Management Suite v2. Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Facilities Service Management; Field Service Management; Finance Service Management; Legal Service Management; Marketing Service Management; and Walk-Up Experience.</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. The following Application(s) became available in the family release indicated below. Walk-Up Experience - London</p>
<p>PROD03368 ServiceNow® HR Service Delivery Professional</p>	<p>Case and Knowledge Management; Employee Service Center; Lifecycle Events; Predictive Intelligence; and Virtual Agent Usage is limited to the number of Users active in the ServiceNow HR Profile table.</p> <p>An HR User is defined as any active User in the ServiceNow HR Profile table that is within their employment start and end date, including full-time employees, part-time employees, contractors, and contingent workers. Applicants and alumni that are outside of an employment start and end date are excluded from the definition of HR User.</p> <p>Lifecycle Event usage is limited to events that remain within the HR domain and explicitly excludes onboarding, offboarding, and transfers.</p> <p>Virtual Agent and Predictive Intelligence use rights apply only to HR Professional applications.</p> <p>The following application(s) became available according to the release indicated below. Agent Intelligence - Kingston Virtual Agent - London Agent Intelligence renamed to Predictive Intelligence - New York</p>
<p>PROD10244 ServiceNow® Customer Service Management Standard</p>	<p>Customer Service Management; Communities; Targeted Communications; Field Service Management; Incident Management; Problem Management; Change Management; Release Management; Request Management; Asset Management and Cost Management.</p> <p>Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section.</p> <p>Notwithstanding the User Type Definitions above, the customer's external contacts, including, but not limited to, customer's accounts, consumers, households, partners or other contacts ("External Requester Users") may perform the functions set forth in the User Type Definitions table above for Requesters within the Customer Service Management Product and additionally may approve requests for new contact creation; manage users or assets of their own or related accounts; create, view, or modify requests of their own or related accounts via the customer portal. External Requester Users are not included in the Customer Service Management Fulfiller User count and are not subject to Customer Service Management Subscription Product fees.</p> <p>Each Fulfiller User purchased includes 1,000 Customer Service Management – Customer Portal Visits per month (unused Portal Visits expire monthly). Additional Customer Portal Visits may be purchased in increments of 1,000.</p> <p>A Visit is a period of activity on the Customer Portal, including a Community visit. A new Visit is generated if an anonymous, unauthenticated, or External Requester User accesses, logs out, times out, or a Visit lasts beyond midnight in the Data Center Region indicated above.</p> <p>The following application(s) became available in the family release indicated below. Communities - Jakarta Targeted Communications - Kingston</p>

## UPGRADES AND UPDATES AMENDMENT

THIS AMENDMENT ("**Amendment**") pertains to the referenced contract number identified in the attached ordering document entered into between the ServiceNow entity and Customer identified therein ("**Agreement**").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. The following shall replace all terms in the Agreement related to upgrades and updates, including notice of and support for, upgrades and updates.

"**Upgrades**" are new Release Families applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. A "**Release Family**" is a complete solution with new features or enhancements to the Subscription Service, including previously released Updates, if applicable. "**Updates**" are ServiceNow's releases (including patches and hotfixes) of the Subscription Service applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription term that provide problem fixes or other changes, but do not generally include new functionality. ServiceNow has the discretion to provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software or service for a separate fee. ServiceNow determines whether and when to develop, release, and apply any Upgrade or Update to Customer's instances of the Subscription Service.


ServiceNow shall use reasonable efforts to give Customer 30 days' prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer 10 days' prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of ServiceNow it is necessary to: **(i)** maintain the availability, security, or performance of the Subscription Service; **(ii)** comply with law; or **(iii)** avoid infringement or misappropriation of any third-party Intellectual Property Right. ServiceNow is not responsible for defects on any instance of the Subscription Service not in conformance with this Amendment


2. All other terms and conditions set forth in the Agreement remain unchanged and in full force and effect, and the parties hereby ratify and affirm the Agreement as amended by this Amendment.


IN CONSIDERATION OF THE ABOVE, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

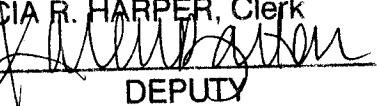
**Customer: County of Riverside**

**ServiceNow, Inc.**

Signature:	
Name:	Kevin Jefferies
Title:	Chairman, Board of Supervisors
Date:	12/17/19

Signature:	
Name:	Paul Curtis
Title:	SMR PIR CRK TO CASH
Date:	26 NOV 2019


FORM APPROVED COUNTY COUNSEL  
BY:  12/11/19  
SUSANNA N. OH DATE

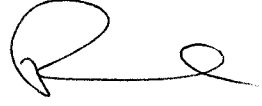
ATTEST:  
KECIA R. HARPER, Clerk  
By:   
DEPUTY


ACKNOWLEDGED AND AGREED:


Customer: County of Riverside

ServiceNow, Inc.

Signature:	
Name:	Kevin Jefferies
Title:	Chairman, Board of Supervisors
Date:	DEC 17 2019

Signature:	
Name:	PAUL CURTIS
Title:	SNR DIR OPER TO CASH
Date:	26 NOV 2019

FORM APPROVED COUNTY COUNSEL  
BY:  12/11/19  
SUSANNA N. OH DATE

ATTEST:  
KECIA R. HARPER, Clerk  
By   
DEPUTY



**PROFESSIONAL SERVICES AGREEMENT**

for

**SERVICENOW FACILITIES MANAGEMENT IMPLEMENTATION**

between

**COUNTY OF RIVERSIDE**

and

**CARAHSOFT TECHNOLOGY CORPORATION**



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This Agreement, made and entered into this 17th day of December 2019, by and between Carahsoft Technology Corporation, a Maryland corporation, with its principal place of business at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190 (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2020, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR under this Agreement shall not exceed one hundred fifty-seven thousand nine hundred twenty-two (\$157,922) dollars, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the term of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Information Technology

Attn: Accounts Payable

3450 14<sup>th</sup> Street, 4<sup>th</sup> Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (ITARC-91596-001-12/19); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System

(EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products

provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

## **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

## **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this



Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Attn: Procurement Contract Specialist  
3450 14<sup>th</sup> Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

**CONTRACTOR**

Attn: Jessica Robertson  
1860 Michael Faraday Drive, Suite 100  
Reston, VA 20190

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees,

cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate

(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.


**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California.

By:   
Kevin Jeffries, Chairman  
Board of Supervisors

Dated: DEC 17 2019

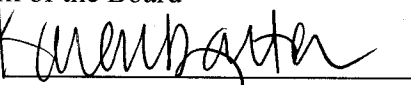
CARAHSOFT TECHNOLOGY CORPORATION,  
a Maryland corporation,

By:   
Kristina Smith  
Contracts Manager

Dated: 9/22/19

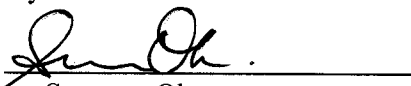
ATTEST:

Kecia Harper ~~them~~  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:   
Susanna Oh,  
Deputy County Counsel



**Exhibit A  
Scope of Work**

**1.0 IMPLEMENTATION APPROACH AND METHODOLOGY**

CONTRACTOR's overall approach for a ServiceNow implementation is described in the graphic below. CONTRACTOR Implementation Methodology includes five deployment stages:

1. Initiation and Planning
2. Business Requirements Gathering
3. Functional Design
4. Technical Design, Build and Test
5. Release

Based on its industry experience and best practices, CONTRACTOR has developed pre-built documentations and configuration to support each stage of the process to enable an efficient implementation. During the entire implementation lifecycle, CONTRACTOR follows an iterative approach and ensure ample feedbacks loop from COUNTY to the development lifecycle to ensure the end product is meeting COUNTY's expectations. CONTRACTOR put great emphasis on COUNTY engagement, where CONTRACTOR encourage onsite/in person interaction as much as possible. CONTRACTOR understand that County requires initiation meetings, workshops and training to be conducted onsite unless otherwise noted or agreed upon in advance.

	<b>1.0 Initiation and Planning</b>	<b>2.0 Requirement</b>	<b>3.0 Design</b>	<b>4.0 Build &amp; Test</b>	<b>5.0 Release</b>
<b>CONTRACTOR</b>	Project Initiation & Kick off	Requirement workshop and Documentations	Initial Functional Requirements (User Stories)	Sprint Executions	Soft Launch/Mock Go-live
				Working Prototype Review	
	Project Plan & Implementation Roadmap	Core Configuration	Technical Specifications	Training	Deployment/Go-Live Support
			Sprint Planning	UAT Support	Knowledge Transfer
<b>COUNTY</b>	Review and Sign off project plan and Implementation Roadmap	Participate in Workshops and Sign off on key requirement decisions	Initial Functional Requirements Review & Sign Off	Review Working Prototypes	Internal Communication
				User Acceptance Testing	Business benefit tracking
<b>ServiceNow</b>	Tools Functionality and Production Roadmap	Product documentation	Product documentation	Product Technical Support	Product Technical Support
		Product licensing			

## 1.1 INITIATION AND PLANNING

During the initial and planning phase, CONTRACTOR shall work with COUNTY to establish a detailed project plan and align the key activities to COUNTY's key business drivers and constraints. One of the key value add that CONTRACTOR brings in this step is the strategic review and roadmap exercise. The key objective of this exercise is to align COUNTY's strategic drivers, key constraints and ServiceNow product roadmap to the implementation plan and ensure early participation of key project stakeholders in the implementation process. This step is incorporated into our standard delivery methodology and fees for this proposal.

CONTRACTOR shall document all high-level requirements and design principles to ensure that any future work will have a solid foundational reference to the initial engagement.

CONTRACTOR shall work closely with the COUNTY team to ensure everyone understands timelines, resource commitments, and deliverables.

### 1.1.1 Activities

- a) Conduct project initiation meeting with COUNTY point of contact
  - i. Review project scope and deliverables of the project with the COUNTY
  - ii. Prepare the CONTRACTOR tool set
  - iii. Document the project plan with milestones and key dates
- b) Plan and conduct a project kick-off workshop
  - i. Kicks-off the project and runs kick-off meetings
  - ii. Establish the project cadence (daily/weekly meetings and calls)
  - iii. Review and confirm project plan with milestones and key dates
- c) Schedule System Administration training, if purchased

### 1.1.2 Deliverables

- a) High Level Implementation Roadmap
- b) Project plan/charter
- c) Project plans for each in-scope module, including rollout approach (phased versus big bang)

## 1.2 REQUIREMENT

In this step, CONTRACTOR's highly trained Business System Analyst and Technical Consultants shall be conducting workshops with COUNTY stakeholders and collect business requirements. CONTRACTOR's workshop material has been developed based on industry best practice and the collective experience of its consultants. The baseline process and procedures included in the workshop material shall be leveraged as the starting baseline for the conversation. CONTRACTOR also encourages onsite workshop where possible to ensure COUNTY's requirements are accurately captured in the sessions.

CONTRACTOR shall also use a highly iteratively rapid prototyping approach throughout this step and the implementation lifecycle to clarify and confirm COUNTY requirements.

### 1.2.1 Activities

#### **CONTRACTOR**

- a) Conduct workshops for each process that is in the scope of the statement of work
  - i. Process reviews to describe the best practice process
  - ii. Review COUNTY current processes and identify gaps

- iii. Conduct a review the out-of-the-box ServiceNow platform functionality
- iv. Document business requirements and use cases
- b) Perform rapid prototyping to confirm COUNTY requirements utilizing a development, test environment prior to moving any developed solutions into production.
- c) Review with COUNTY and refines the project plan, if required, based on the requirements and expected work volume.

**COUNTY**

- a) Provide existing process documentation, if available
- b) Review and approve business requirements and use cases

## 1.2.2 Deliverables

- a) Workshop materials
- b) Initial COUNTY requirements and use cases

**1.3 DESIGN**

In this step, CONTRACTOR shall develop the functional requirements (user stories) and technical specifications based on the outputs from the requirement gathering workshops. The stories and technical specifications shall be maintained and updated throughout the SDLC lifecycle following an iterative approach based on COUNTY's feedback from each working prototype review session. Prior to the start of the development, a requirement read back session shall be conducted with the COUNTY to review and sign off on the initial requirements. Similar to workshop materials, CONTRACTOR has developed the baseline requirements for a majority of the in-scope applications. This has enabled our consultants to focus on the unique requirements of each COUNTY and make proper adjustments accordingly.

## 1.3.1 Activities

**CONTRACTOR**

- a) Develop user stories
- b) Develop technical specifications as part of the user story
- c) Conduct review sessions with COUNTY to finalize initial user stories for development
- d) Conduct sprint planning and finalize project timeline

**COUNTY**

- a) Review and approve initial user stories for development

## 1.3.2 Deliverables

- a) User Stories with technical specifications
- b) Defined sprint plan

**1.4. BUILD & TEST**

The key implementation principles of CONTRACTOR in this step are iteration and COUNTY engagement. CONTRACTOR shall schedule 1-2 working product reviews with the COUNTY for each in scope application during the development lifecycle to make sure the product is meeting COUNTY's expectations. CONTRACTOR shall adjust the functional and technical design based on COUNTY's feedback and give ample opportunities for the COUNTY to provide feedback prior to UAT. For UAT activities, CONTRACTOR's Technical Consultants

and Business System Analyst shall work with the COUNTY on daily basis to ensure a smooth UAT process. Any issues/defects identified in UAT shall be resolved by CONTRACTOR in a timely fashion.

#### 1.4.1 Activities

##### **CONTRACTOR**

- a) Conduct unit and integration testing (where applicable)
- b) Review work in progress development prototype with COUNTY
- c) Develop and provide recommended UAT test cases
- d) Support UAT testing

##### **COUNTY**

- a) Review and approve UAT test cases
- b) Conduct UAT testing

#### 1.4.2 Deliverables

- a) Work in progress prototypes

### **1.5. RELEASE**

In this step, CONTRACTOR team shall support the COUNTY in deploying the product in the production environment and hand off all documentation that are required by the COUNTY as required under the contract. CONTRACTOR encourages a close interaction between CONTRACTOR, COUNTY and ServiceNow during this step for a seamless transition. If contracted, CONTRACTOR Business System Analyst shall conduct user training. These training sessions are typically performed in person to ensure the best result possible. The participants can include end user, ITIL user, ServiceNow admin or other stakeholders as deemed necessary by the COUNTY. CONTRACTOR shall also provide OCM (Organizational Change Management) support in this step to help the COUNTY with user adoption. The support activities shall include providing best practice communication templates and other collaterals as required by the COUNTY. Once the product has gone live, CONTRACTOR shall provide a 2-week warranty support period to ensure any critical defects, bugs, etc. that can't be resolved by COUNTY administrators are evaluated, prioritized and resolved in a timely manner. Afterward, if contracted, CONTRACTOR shall also provide ongoing maintenance and support of the platform.

#### 1.5.1 Activities

##### **CONTRACTOR**

- a) Prepare and hand over process and configuration documentation to COUNTY (e.g., Configuration document, data maps, support plan)
- b) Develop training manual
- c) Conduct user training, if contracted with CONTRACTOR
- d) Conduct soft launch and smoke check
- e) Prepare deployment plan
- f) Support the development of go-live communication plan
- g) Conduct production transition
- h) Warranty period support
- i) Ongoing support

**COUNTY**

- a. Review and approve all documentations
- b. Coordinate and attend training sessions
- c. Develop internal go-live communications
- d. COUNTY participates in the engagement survey to provide feedback to CONTRACTOR about the project

## 1.5.2 Deliverables

- a. Final user stories and technical specifications
- b. Training manual (If contracted)
- c. Go-live plan

**2.0 ENGAGEMENT OVERVIEW**

County of Riverside, ("COUNTY") is looking to implement ServiceNow as the Enterprise Service Management software of choice. Overall, COUNTY is looking to implement the following processes/modules in this phase:

## 2.1 Facilities Foundation Data (Transform/Load)

2.1.1 CONTRACTOR shall work with the COUNTY to populate ServiceNow with the necessary and required data to support the Facilities applications. Data types include: user's locations, campuses, buildings, floors, and cube locations.

2.1.2 Migrate existing open tickets

## 2.2 Facilities Space Management

## 2.3 Facilities Move Management

2.3.1 The system shall allow for the creation, recording and reporting of move requests that can be assigned to different groups/members and include scheduled/confirmed date.

2.3.2 The system shall for requesting and tracking of single and multiple user moves, tying into the Employee Request forms already established in RCIT's ServiceNow catalog and module.

## 2.4 Facilities Service Management

2.4.1 The system shall accommodate the matrix of service types, categories and groups as shown in the attachment Appendix A.

2.4.2 The system shall automate prioritization, assignment and escalation of requests based on service types, categories and groups.

2.4.3 The system shall send email notifications to the assigned groups and persons upon request creation.

2.4.4 The system shall trigger an email to a customer to notify them that a request has been resolved.

2.4.5 The system shall close a request once it has been resolved for three days, contingent upon customer acceptance of closure.

2.4.6 The system shall allow free text, screen captures and file attachments to be added to the requests.

2.4.7 The system shall provide a mechanism for recording, attaching or associating purchase orders to the request.

2.4.8 The system shall allow for the creation of a task from within a request.

2.4.9 The system shall allow for templates and clones to be created for requests and tasks that are often repeated or requires the same information to be populated from the request.

2.4.10 The system shall notify the customer when the request or task is reassigned.

- 2.4.11 The system shall allow requests to be routed for appropriate approvals, establishing approval work flows for moves or requests that have a cost associated.
- 2.4.12 The system shall provide a dispatching system to allow for the overview of work of a field group.
- 2.4.13 The system shall provide on call and after hours scheduling and tracking of time and requests.
- 2.4.14 The system shall allow a selection of a request type as follows:
  - 2.4.14.1 Request, Form 5 (Project), 2528
    - a. If the system generates a Form 5 the associated project number generated must begin with the fiscal year currently operating under.
- 2.4.15 The system shall accommodate extra fields for a project, aka a Form 5, as shown in Appendix B.
- 2.4.16 The system shall accommodate extra fields for a form 2528, as shown in Appendix B.
- 2.4.17 The system shall follow the escalation matrix as shown in Appendix C.
- 2.5 Asset Management (Hardware - Planned Maintenance)
- 2.6 Service Portal
  - 2.6.1 The system shall provide a mechanism for Contract/Licensing/Warranty information tracking.
  - 2.6.2 The system shall provide a mechanism for Key tracking.
  - 2.6.3 The system shall create aging reports for all of the different requests, work orders, tasks, and forms tracked.
  - 2.6.4 The system shall allow for customizing the information and text within the automatic notifications.
  - 2.6.5 The system shall allow for an open text work log and allow for multiple file attachments to each request, task, move and form request.
  - 2.6.6 The system shall provide a way to manage scheduled events outside of regular requests.

### 3.0 INITIATION AND PLANNING

During the initial and planning phase, CONTRACTOR shall work with COUNTY to establish a detailed project plan and align the key activities to COUNTY's key business drivers and constraints. One of the key value add that CONTRACTOR brings in this step is the strategic review and roadmap exercise. The key objective of this exercise is to align COUNTY's strategic drivers, key constraints and ServiceNow product roadmap to the implementation plan and ensure early participation of key project stakeholders in the implementation process. This step is incorporated into our standard delivery methodology and fees for this proposal. CONTRACTOR shall document all high-level requirements and design principles to ensure that any future work shall have a solid foundational reference to the initial engagement. CONTRACTOR shall work closely with the COUNTY team to ensure everyone understands timelines, resource commitments, and deliverables.

#### 3.1 ACTIVITIES

- 3.1.1 Conduct project initiation meeting with COUNTY point of contact
  - 3.1.1.1 Review project scope and deliverables of the project with the COUNTY
  - 3.1.1.2 Prepare the CONTRACTOR tool set
  - 3.1.1.3 Document the project plan with milestones and key dates
- 3.1.2 Plan and conduct a project kick-off workshop
  - 3.1.2.1 Kicks-off the project and runs kick-off meetings
  - 3.1.2.2 Establish the project cadence (daily/weekly meetings and calls)
  - 3.1.2.3 Review and confirm project plan with milestones and key dates

3.1.3 Schedule System Administration training, if purchased

### **3.2 DELIVERABLES**

3.2.1 Project plan/charter

3.2.2 Project plans for each in-scope module, including rollout approach (phased versus big bang)

## **4.0 FACILITIES SERVICE MANAGEMENT**

### **4.1 OBJECTIVE**

COUNTY wants to deploy an initial Facilities Service Management solution including a Catalog to provide users with a facilities request fulfillment process that will enable ordering of facilities service offerings.

### **4.2 REQUIREMENT**

In a workshop mode, CONTRACTOR shall work with COUNTY resources to baseline the configuration of the existing Facilities Service Catalog Items. CONTRACTOR shall conduct workshops to document:

4.2.1 Up to 10 Service Catalog Items of medium complexity

4.2.2 Facilities Request Management including:

4.2.2.1 Approval and fulfillment processes and tasks

4.2.2.2 Notifications to requesters, approvers, and fulfillers

4.2.3 Catalog Items and forms

4.2.4 SLAs and Escalation Matrix

### **4.3 DEFINITION of Service Catalog Complexity:**

4.3.1 Simple: up to 4 variables, workflow with 4 tasks

4.3.2 Medium: 4-10 variables, workflow with 2 approvals and 3-5 tasks

4.3.3 Complex: 10+ variables, workflow with 2+ approvals, rollbacks, timers, 5+ tasks, sub workflows, joins, parallels

### **4.4 DESIGN, BUILD, TEST**

Deliver a Facilities Service Management solution based on ServiceNow out-of-the-box functionality, and COUNTY's requirements agreed upon during the requirements phase, as well as feedback provided through regular reviews with the project team. Scope includes:

4.4.1 Up to 10 Service Catalog Items

4.4.2 Case Management Workflows

4.2.3 SLA and Escalation Matrix

4.2.4 Conduct Prototype Review sessions (up to 2 sessions)

4.2.5 Conduct Unit Test

4.2.6 Support UAT Sessions

## **5.0 FACILITIES SPACE MANAGEMENT**

### **5.1 REQUIREMENT**

In a workshop mode, CONTRACTOR shall review and document the business requirements. Activities include the following:

5.1.1 Understand current Facilities and Space Management tools, processes and organization structure.

5.1.2 Review out of the box functionality and capabilities

5.1.2.1 Forecasting future space requirements

- 5.1.2.2 Space analysis for actual and planned use cases
- 5.1.2.3 Zone definition
- 5.1.2.4 Space hierarchy
- 5.1.2.5 Space rollup calculations
- 5.1.2.6 Associated users and departments
- 5.1.3 Review and document foundation data requirements
  - 5.1.3.1 Campus - A campus represents the top level in the organization space and contains buildings and map sets. Details include its location, manager, gross area, and usable area. Occupancy and utilization metrics are calculated using these details.
  - 5.1.3.2 Building - Buildings are assigned to campuses with a unique name, and contain floors or levels, a location, and utilization thresholds.
  - 5.1.3.3 Floor - A floor is a level in a structure that contains spaces. It can be a floor of a building, the basement, levels in a parking lot, or outdoor areas.
  - 5.1.3.4 Space - Spaces are assigned to floors or levels, and can be cubicles, conference rooms, restrooms, gymnasiums, elevators, parking spaces, and so on. Spaces are assigned users and assets and have the most data defined.
  - 5.1.3.5 Zone - Zones are a logical collection of spaces that can be shared across campuses, floors, or buildings. Examples of zones are: Chiller 4 Zone, Guest Wi-Fi Zone, AC 1 Zone, Power Circuit 3 Zone, and so on.
- 5.1.4 Review and document business requirements that include but not limited to:
  - 5.1.4.1 Form Fields and values
  - 5.1.4.2 Assignment and approval processes
  - 5.1.4.3 Notifications
  - 5.1.4.4 Reporting and operational dashboard needs
  - 5.1.4.5 Floor plans/maps

**NOTE:** If the floorplan visualization feature (GeoJSON maps) is in scope, an additional subscription fee is required. Micello, a ServiceNow partner, is responsible for converting your existing floor plans/maps into a consumable format that ServiceNow can use and allow users to interact with in real time. The effort estimates and pricing at the end of this SOW does not include the above Micello pricing. A separate contract and agreement will need to be signed with Micello.

## 5.2 DESIGN, BUILD, TEST

Deliver a Facilities Space Management solution based on ServiceNow out-of-the-box functionality, and COUNTY's requirements agreed upon during the requirements phase.

- 5.2.1 Conduct Prototype Review sessions (up to 2 sessions)
- 5.2.2 Conduct Unit Test
- 5.2.3 Support UAT Sessions

## 6.0 FACILITIES MOVE MANAGEMENT

### 6.1 REQUIREMENT

In a workshop mode, CONTRACTOR shall review and document the business requirements. Activities include the following:

- 6.1.1 Understand current Facilities and Move Management tools, processes and organization structure.
- 6.1.2 Review out of the box functionality and capabilities (if in scope)
  - 6.1.2.1 Facilities move requests



- 6.1.2.2 Single team member move requests (CONTRACTOR shall configure up to one workflow/process)
- 6.1.2.3 Enterprise move requests (CONTRACTOR shall configure up to one workflow/process)
- 6.1.3 Review and document business requirements that include but not limited to:
  - 6.1.3.1 Form Fields and values
  - 6.1.3.2 Assignment and approval processes
  - 6.1.3.3 Notifications
  - 6.1.3.4 Reporting and operational dashboard needs
  - 6.1.3.5 Floor plans/maps

## **6.2 DESIGN, BUILD, TEST**

Deliver a Facilities Move Management solution based on ServiceNow out-of-the-box functionality, and COUNTY's requirements agreed upon during the requirements phase, as well as feedback provided through regular reviews with the project team. Scope includes:

- 6.2.1 Conduct Prototype Review sessions (up to 2 sessions)
- 6.2.2 Conduct Unit Test
- 6.2.3 Support UAT Sessions

## **7.0 ASSET MANAGEMENT – PLANNED MAINTENANCE**

### **7.1 REQUIREMENT**

Planned Maintenance uses maintenance plans to trigger the creation of work orders or facilities requests. These work orders and facilities requests specify how to perform maintenance on devices and vehicles, or just about any type of asset that requires maintenance.

- 7.1.1 Define and configure up to 5 maintenance plans against specific facilities assets. Work orders and requests can be based on:
  - 7.1.1.1 A specified time interval. For example, after a number of months since the previous maintenance was performed.
  - 7.1.1.2 Meters or usage. For example, after a specified number of pages are printed or a specified number of miles are driven.
- 7.1.2 Define attributes for the facility asset items and conduct data mapping with master data source.

### **7.2 DESIGN, BUILD, TEST**

Deliver a planned maintenance solution based on ServiceNow out-of-the-box functionality, and COUNTY's requirements agreed upon during the requirements phase, as well as feedback provided through regular reviews with the project team. Scope includes:

- 7.2.1 Up to 5 different maintenance plans
- 7.2.2 Upload asset records from master data source
- 7.2.3 Conduct Prototype Review sessions (up to 2 sessions)
- 7.2.4 Conduct Unit Test
- 7.2.5 Support UAT Sessions

## **8.0 SERVICE PORTAL**

### **8.1 REQUIREMENT**

In a workshop format, CONTRACTOR shall review the functionality of the out-of-box ServiceNow Service Portal. This will be useful in setting expectations, scoping out

deliverables, and making reasonable timelines. Proper planning from the outset will ensure the end product meets all requirements.

#### **8.1.1 Reviewing Instance Data**

8.1.1.1 CONTRACTOR shall ensure necessary data and content are in the instance before designing.

8.1.1.2 CONTRACTOR shall ensure that the data within the system is consistent and effectively represents the applications being used.

#### **8.1.2 Reviewing Content**

8.1.2.1 CONTRACTOR shall discuss system information, such as knowledge base articles and catalog items

8.1.2.2 CONTRACTOR shall review Service Portal themes, pages, widgets

#### **8.1.3 Service Portal Review & Sign-Off**

CONTRACTOR shall work with COUNTY to quickly prototype what the Service Portal shall look like with the minimal changes to themes and branding of the standard ServiceNow Service Portal. Within the prototype:

8.1.3.1 CONTRACTOR shall review site map for the entire portal.

8.1.3.2 CONTRACTOR shall review links, link destinations, content, and document page names, and page descriptions.

### **8.2 DESIGN, BUILD, TEST**

Once CONTRACTOR have completed the review, CONTRACTOR shall update the portal, the themes, and the pages. Themes apply style settings to a portal to give your site a consistent look and feel across all pages. CONTRACTOR shall use pages to organize content, and design meaningful portal user experiences for COUNTY customers. CONTRACTOR shall work with COUNTY team to:

#### **8.2.1 Layout**

8.2.1.1 Configure portal theme

8.2.1.2 Configure the branding for your portal

#### **8.2.2 Creating Pages**

8.2.2.1 Configure CSS and Angular JS

8.2.2.2 Configure widgets on pages

8.2.3 The final step is a complete review and test of the work, and get formal sign off that the final product has met all requirements. CONTRACTOR shall work with your team to:

8.2.3.1 Test on the browsers and platforms your site visitors use

8.2.3.2 Test all navigation and links

8.2.3.3 Test items that can be downloaded (for example, PDF files)

8.2.3.4 Test the search functionality

Note: This SOW does not include development of custom widgets.

### **9.0 USER TRAINING**

9.1 CONTRACTOR shall develop user training materials for all in scope processes/applications for this engagement, including:

9.1.1 Facilities Move Management (4 Hour Training Session. QTY. 2)

9.1.2 Facilities Space Management (4 Hour Training Session. QTY. 2)

9.1.3 Facilities Service Management (4 Hour Training Session. QTY. 2)

9.2 CONTRACTOR shall conduct up to three (3) days of training sessions (two sessions per day). The sessions may be conducted onsite at COUNTY facility. CONTRACTOR shall

finalize the size of the class, length of the sessions and other logistics details in the planning process with COUNTY. Training sessions shall be recorded for future use.

9.3 Below is a sample high level outline of a training class:

9.3.1 Part 1: Introduction and Overview

In Part 1, users will get an introduction and overview of how to interact with and navigate through ServiceNow the in-scope applications.

9.3.2 Part 2: User Interface

In Part 2, users will take a closer look at the welcome screen and home pages by role, as well as the content pane information formats.

9.3.3 Part 3: Navigation and Search

In Part 3, users will navigate using filters and breadcrumbs and learn about right and left mouse clicks. Finally, users will look at the five different methods of searching in ServiceNow.

9.3.4 Part 4: Fulfiller User Role

In Module 4, users will learn what they can see and do as a ServiceNow Fulfiller within the implemented processes. A Fulfiller has all of the capabilities of an end user but can also execute Space, Move, and Facilities management activities.

9.3.5 Part 5: Map Updates and Configuration

In Part 5, users will learn how to upload, manage, and maintain maps with Micello's assistance, the Micello Map Manager, and within ServiceNow.

**10.0 IMPLEMENTATION AND WARRANTY SUPPORT**

10.1 Upon completion of UAT, CONTRACTOR shall provide knowledge transfer of the in-scope application leading up to transition to the production environment. CONTRACTOR shall also provide technical support during the promotion process to the production environment.

10.2 For post implementation support, CONTRACTOR shall resolve defects to the configuration of the in-scope application for the two weeks following go live. ("Warranty Period") During the Warranty Period, CONTRACTOR shall ensure that the Development team shall be available to support defect and remediation with a 20% allocation.

10.3 End User Training: If contracted separately, CONTRACTOR shall develop training materials and conduct remote/in person training sessions.

10.4 If contracted for CONTRACTOR's Hyper Care Support, CONTRACTOR can provide a certified ServiceNow System Administrator for a regular schedule of 10 hours per week from the completion of the project until a period of 6 weeks. If further support is necessary past the 6-week mark, CONTRACTOR shall present COUNTY with a standard Managed Services proposal.

**11.0 RESOURCES**

The following resources are to be engaged from COUNTY and CONTRACTOR for this engagement. The exact duration and level of engagement for COUNTY's resources will be finalized at kick-off.

COUNTY Resources	Responsibilities
Project Manager	COUNTY will provide a project manager who will have overall responsibility for the Project. COUNTY project manager will meet regularly with the CONTRACTOR engagement manager to review progress and resolve issues.

System Administrator	Administrator training must be completed by COUNTY's assigned resource(s) no later than the beginning of the Prepare stage.
Process Owner(s)	COUNTY will provide subject matter experts who will be responsible for the correct and complete definition of each of the processes implemented within the ServiceNow product.
UAT Tester(s)	COUNTY will provide UAT tester(s) who will be responsible for executing UAT test cases.
<b>CONTRACTOR Resources</b>	<b>Responsibilities</b>
Engagement Manager	CONTRACTOR engagement manager shall facilitate project planning, provide implementation expertise, ensure the SOW is being adhered to, allocate appropriate resources from CONTRACTOR, manage escalations, and act as a single point of contact for the duration of the Project.
Business System Analyst	The business System Analyst shall drive process definition, re-engineering, improvement and gap analysis of current and future processes together with COUNTY's process owners and document solutions for implementation
Technical Consultant	CONTRACTOR shall provide technical consultant(s) to help with application configuration and assist with knowledge transfer to COUNTY resource(s).

**12.0 RESOURCE RACI CHART**

Responsibility	COUNTY	CONTRACTOR
Establish a formal governance model to capture, review and prioritize ServiceNow implementation scope	RA	C
Capture and document all process requirements pertaining to the proposed scope	RA	C
Provide existing data in an error-free, comprehensive and ServiceNow supported mode	RA	C
Provide expertise around non-ServiceNow software in the integration scope	RA	C
Setup implementation infrastructure and onsite presence	C	RA
Provide a single point of contact for each in-scope process (Process Owner). This person will have accountability for approving enhancements and defects logged against the respective process	RA	C
Define acceptance and exit criteria	RA	R
Provide UAT testers and execute User Acceptance Testing	RA	C
Perform workshops, implementation activities and transition to Production instance for all in-scope modules	C	AR

**13.0 PROJECT ASSUMPTIONS**

COUNTY acknowledges that its participation and cooperation is critical for the success of the Project. The following assumptions are based on information provided by COUNTY to CONTRACTOR relating to the Project scope and COUNTY's current business processes as of the Effective Date of this SOW, and have been used to compute the estimated level of effort and cost. Deviations from these assumptions may lead to commensurate changes in the timeline and fees, such changes to be set forth in a change order to be mutually agreed by both the parties.

**13.1 GENERAL**

- 13.1.1 COUNTY will provide the required resources and ensure active participation to ensure the implementation is successful. This will include an executive decision-maker, project leadership and management, subject matter experts, and technical resources.
- 13.1.2 COUNTY is responsible for the definition of the business processes within scope for this Project and implementing all business process changes required to support the Project.
- 13.1.3 COUNTY is responsible for testing prior to production deployment.
- 13.1.4 Clearly defined and documented functional requirements are completed during the Discover stage.
- 13.1.5 It is assumed that the CONTRACTOR resources will have remote access to COUNTY's instances and that COUNTY provides appropriate technologies for remote work.
- 13.1.6 These timelines and effort estimates are based on staying close to out of the box functionality of ServiceNow and with limited added scripting/coding. CONTRACTOR shall advise COUNTY if any such scripting may require additional effort to build, review and test a given module.

**13.2 DATA**

- 13.2.1 COUNTY will supply all information to be imported in a supported format. CONTRACTOR will not be responsible for data modification, cleansing or alteration before, during or after importing data. Supported formats are listed on the ServiceNow Wiki.
- 13.2.2 There are no data conversions from other systems (i.e. legacy systems).

## Appendix A

Categorization Tier 1	Categorization Tier 2	Categorization Tier 3	Assigned Group
Assess	Equipment	Request	Facilities Helpdesk
Assess	Facility	ADA	Facilities Helpdesk
Assess	Facility	Door	Facilities Helpdesk
Assess	Facility	Electrical	Facilities Helpdesk
Assess	Facility	Environmental	Facilities Helpdesk
Assess	Facility	Gate	Facilities Helpdesk
Assess	Facility	HVAC	Facilities Helpdesk
Assess	Facility	Janitorial	Facilities Helpdesk
Assess	Facility	Landscaping	Facilities Helpdesk
Assess	Facility	Leak	Facilities Helpdesk
Assess	Facility	Lighting	Facilities Helpdesk
Assess	Facility	Lock	Facilities Helpdesk
Assess	Facility	Parking	Facilities Helpdesk
Assess	Facility	Plumbing	Facilities Helpdesk
Assess	Facility	Power	Facilities Helpdesk
Assess	Facility	Rain Leak	Facilities Helpdesk
Assess	Facility	Safety	Facilities Helpdesk
Assess	Facility	Security	Facilities Helpdesk
Assess	Facility	Signage	Facilities Helpdesk
Assess	Facility	Special	Facilities Helpdesk
Assess	Facility	Temperature	Facilities Helpdesk
Assess	Furniture	Workstation	Facilities Helpdesk
Assess	Safety	Facility	Facilities Helpdesk
Change	Facility	Landscaping	Facilities Helpdesk
Change	Facility	Lighting	Facilities Helpdesk
Change	Facility	Plumbing	Facilities Helpdesk
Change	Facility	Security	Facilities Helpdesk
Change	Facility	Special	Facilities Helpdesk
Change	Facility	Temperature	Facilities Helpdesk
Conduct	Facility	Inspection	Facilities Helpdesk
Deliver	Facility	Key	Facilities Helpdesk
Deliver	Facility	Special	Facilities Helpdesk
Install	Facility	Door	Facilities Helpdesk
Install	Facility	Electrical	Facilities Helpdesk
Install	Facility	HVAC	Facilities Helpdesk
Install	Facility	Safety	Facilities Helpdesk
Install	Facility	Signage	Facilities Helpdesk
Install	Facility	Structure	Facilities Helpdesk
Install	Furniture	Special	Facilities Helpdesk
Install	Hardware	Special	Facilities Helpdesk
Move	Facilities	Special	Facilities Helpdesk
Move	Furniture	Request	Facilities Helpdesk

Pick Up	Facility	Special	Facilities Helpdesk
Prepare	Quote	Security	Facilities Helpdesk
Remove	Facility	Accessory	Facilities Helpdesk
Remove	Facility	Graffiti	Facilities Helpdesk
Remove	Facility	Special	Facilities Helpdesk
Repair	Equipment	Security	Facilities Helpdesk
Repair	Facility	Ceiling Tile	Facilities Helpdesk
Repair	Facility	Door	Facilities Helpdesk
Repair	Facility	Door Alarm	Facilities Helpdesk
Repair	Facility	Electrical	Facilities Helpdesk
Repair	Facility	Elevator	Facilities Helpdesk
Repair	Facility	Environmental	Facilities Helpdesk
Repair	Facility	Fire	Facilities Helpdesk
Repair	Facility	Flooring	Facilities Helpdesk
Repair	Facility	Gate	Facilities Helpdesk
Repair	Facility	HVAC	Facilities Helpdesk
Repair	Facility	Landscaping	Facilities Helpdesk
Repair	Facility	Leak	Facilities Helpdesk
Repair	Facility	Lighting	Facilities Helpdesk
Repair	Facility	Parking	Facilities Helpdesk
Repair	Facility	Plumbing	Facilities Helpdesk
Repair	Facility	Power	Facilities Helpdesk
Repair	Facility	Rain Leak	Facilities Helpdesk
Repair	Facility	Safety	Facilities Helpdesk
Repair	Facility	Security	Facilities Helpdesk
Repair	Facility	Special	Facilities Helpdesk
Repair	Facility	Structure	Facilities Helpdesk
Repair	Facility	Vending	Facilities Helpdesk
Repair	Furniture	Chair	Facilities Helpdesk
Repair	Furniture	Electrical	Facilities Helpdesk
Repair	Furniture	Workstation	Facilities Helpdesk
Replace	Facility	Hardware	Facilities Helpdesk
Request	Facility	Janitorial	Facilities Helpdesk
Request	Facility	Keys	Facilities Helpdesk
Request	Facility	Pest Control	Facilities Helpdesk
Request	Facility	Security	Facilities Helpdesk
Request	Facility	Vending	Facilities Helpdesk
Request	Furniture	Cleaning	Facilities Helpdesk
Request	Security	Quote	Facilities Helpdesk
Assess	Facility	Environmental	Facilities Planning
Assess	Facility	Improvements	Facilities Planning
Assess	Facility	Lighting	Facilities Planning
Assess	Facility	Remodel	Facilities Planning

Assess	Facility	Signage	Facilities Planning
Assess	Facility	Special	Facilities Planning
Assess	Furniture	Accessory	Facilities Planning
Assess	Furniture	Office	Facilities Planning
Assess	Furniture	Reconfiguration	Facilities Planning
Assess	Furniture	Request	Facilities Planning
Deliver	Facility	Signage	Facilities Planning
Deliver	Facility	Special	Facilities Planning
Deliver	Software	Application	Facilities Planning
Install	Facility	Signage	Facilities Planning
Install	Facility	Structure	Facilities Planning
Install	Furniture	Accessory	Facilities Planning
Manage	Project	Expansion	Facilities Planning
Manage	Project	Facility	Facilities Planning
Manage	Project	New Facility	Facilities Planning
Move	Staff	External	Facilities Planning
Move	Staff	Induction	Facilities Planning
Move	Staff	Internal	Facilities Planning
Move	Staff	Internal & External	Facilities Planning
Repair	Facility	Lighting	Facilities Planning
Replace	Furniture	Chair	Facilities Planning
Schedule	Move	Staff	Facilities Planning
Assess	Facility	Safety	Facilities Security
Assess	Facility	Security	Facilities Security
Assess	Facility	Special	Facilities Security
Install	Facility	Security	Facilities Security
Prepare	Quote	Security	Facilities Security
Repair	Equipment	Security	Facilities Security
Repair	Facility	Security	Facilities Security
Request	Facility	Security	Facilities Security
After Hours	On Call	Emergency	Facilities Technicians
Assess	Compliance	ADA	Facilities Technicians
Assess	Equipment	Request	Facilities Technicians
Assess	Facility	ADA	Facilities Technicians
Assess	Facility	After Hours	Facilities Technicians
Assess	Facility	Clock	Facilities Technicians
Assess	Facility	Door	Facilities Technicians
Assess	Facility	Electrical	Facilities Technicians
Assess	Facility	Environmental	Facilities Technicians
Assess	Facility	Gate	Facilities Technicians
Assess	Facility	HVAC	Facilities Technicians
Assess	Facility	Improvements	Facilities Technicians
Assess	Facility	Janitorial	Facilities Technicians
Assess	Facility	Key	Facilities Technicians



Assess	Facility	Leak	Facilities Technicians
Assess	Facility	Lighting	Facilities Technicians
Assess	Facility	Lock	Facilities Technicians
Assess	Facility	Parking	Facilities Technicians
Assess	Facility	Pest Control	Facilities Technicians
Assess	Facility	Plumbing	Facilities Technicians
Assess	Facility	Power	Facilities Technicians
Assess	Facility	Rain Leak	Facilities Technicians
Assess	Facility	Remodel	Facilities Technicians
Assess	Facility	Request	Facilities Technicians
Assess	Facility	Safety	Facilities Technicians
Assess	Facility	Security	Facilities Technicians
Assess	Facility	Signage	Facilities Technicians
Assess	Facility	Special	Facilities Technicians
Assess	Facility	Support Equipment	Facilities Technicians
Assess	Facility	Temperature	Facilities Technicians
Assess	Form 5	Request	Facilities Technicians
Assess	Furniture	Accessory	Facilities Technicians
Assess	Furniture	Cleaning	Facilities Technicians
Assess	Furniture	Electrical	Facilities Technicians
Assess	Furniture	Ergonomics	Facilities Technicians
Assess	Furniture	Key	Facilities Technicians
Assess	Furniture	Office	Facilities Technicians
Assess	Furniture	Reconfiguration	Facilities Technicians
Assess	Furniture	Request	Facilities Technicians
Assess	Furniture	Safety	Facilities Technicians
Assess	Furniture	Workstation	Facilities Technicians
Assess	Safety	Facility	Facilities Technicians
Change	Facility	Clock	Facilities Technicians
Change	Facility	Ergonomics	Facilities Technicians
Change	Facility	Lock	Facilities Technicians
Change	Facility	Security	Facilities Technicians
Change	Facility	Special	Facilities Technicians
Change	Facility	Temperature	Facilities Technicians
Change	Furniture	Accessory	Facilities Technicians
Change	Furniture	Ergonomics	Facilities Technicians
Change	Furniture	Lock	Facilities Technicians
Change	Furniture	Special	Facilities Technicians
Change	Furniture	Workstation	Facilities Technicians
Conduct	Facility	Inspection	Facilities Technicians
Conduct	Furniture	Inspection	Facilities Technicians
Conduct	Job Walk	Maintenance Inspection	Facilities Technicians
Deliver	Equipment	Fan	Facilities Technicians

Deliver	Equipment	Portable AC	Facilities Technicians
Deliver	Equipment	Special	Facilities Technicians
Deliver	Facility	Accessory	Facilities Technicians
Deliver	Facility	Boxes	Facilities Technicians
Deliver	Facility	Key	Facilities Technicians
Deliver	Facility	Signage	Facilities Technicians
Deliver	Facility	Special	Facilities Technicians
Deliver	Furniture	Chair	Facilities Technicians
Deliver	Furniture	Ergo	Facilities Technicians
Deliver	Furniture	Key	Facilities Technicians
Deliver	Furniture	Special	Facilities Technicians
Install	Facility	AED	Facilities Technicians
Install	Facility	Artwork	Facilities Technicians
Install	Facility	Cork Board	Facilities Technicians
Install	Facility	Door	Facilities Technicians
Install	Facility	Hardware	Facilities Technicians
Install	Facility	HVAC	Facilities Technicians
Install	Facility	Lighting	Facilities Technicians
Install	Facility	Lock	Facilities Technicians
Install	Facility	Safety	Facilities Technicians
Install	Facility	Security	Facilities Technicians
Install	Facility	Signage	Facilities Technicians
Install	Facility	Structure	Facilities Technicians
Install	Facility	White Board	Facilities Technicians
Install	Furniture	Accessory	Facilities Technicians
Install	Furniture	File Cabinet	Facilities Technicians
Install	Furniture	Lighting	Facilities Technicians
Install	Furniture	Lock	Facilities Technicians
Install	Furniture	Special	Facilities Technicians
Install	Furniture	Workstation	Facilities Technicians
Install	Hardware	Other	Facilities Technicians
Install	Hardware	Special	Facilities Technicians
Inventory	Hardware	Accessories	Facilities Technicians
Issue	Facility	Key	Facilities Technicians
Issue	Furniture	Ergo Chair	Facilities Technicians
Issue	Furniture	Ergo Keyboard	Facilities Technicians
Manage	Project	Expansion	Facilities Technicians
Move	Facilities	Special	Facilities Technicians
Move	Furniture	Accessory	Facilities Technicians
Move	Furniture	Copiers	Facilities Technicians
Move	Furniture	Electrical	Facilities Technicians
Move	Furniture	Ergonomics	Facilities Technicians
Move	Furniture	Office	Facilities Technicians
Move	Furniture	Request	Facilities Technicians

Move	Furniture	Special	Facilities Technicians
Move	Project	New Facility	Facilities Technicians
Move	Staff	External	Facilities Technicians
Move	Staff	Induction	Facilities Technicians
Move	Staff	Internal	Facilities Technicians
Move	Staff	Internal & External	Facilities Technicians
Order	Furnishing	Signage	Facilities Technicians
Pick Up	Facility	Boxes	Facilities Technicians
Pick Up	Facility	Special	Facilities Technicians
Pick Up	Furniture	Chair	Facilities Technicians
Pick Up	Furniture	Ergo	Facilities Technicians
Plan	Assignment	Land Line Phone	Facilities Technicians
Re-Key	Facilities	Door	Facilities Technicians
Re-Key	Facilities	Furniture	Facilities Technicians
Re-Key	Facilities	Lock	Facilities Technicians
Re-Key	Facilities	Special	Facilities Technicians
Remove	Facility	Accessory	Facilities Technicians
Remove	Facility	Graffiti	Facilities Technicians
Remove	Facility	Special	Facilities Technicians
Remove	Hardware	Accessory	Facilities Technicians
Repair	Facility	Ceiling Tile	Facilities Technicians
Repair	Facility	Door	Facilities Technicians
Repair	Facility	Door Alarm	Facilities Technicians
Repair	Facility	Electrical	Facilities Technicians
Repair	Facility	Elevator	Facilities Technicians
Repair	Facility	Environmental	Facilities Technicians
Repair	Facility	Fire	Facilities Technicians
Repair	Facility	Flooring	Facilities Technicians
Repair	Facility	Gate	Facilities Technicians
Repair	Facility	HVAC	Facilities Technicians
Repair	Facility	Leak	Facilities Technicians
Repair	Facility	Lighting	Facilities Technicians
Repair	Facility	Plumbing	Facilities Technicians
Repair	Facility	Power	Facilities Technicians
Repair	Facility	Rain Leak	Facilities Technicians
Repair	Facility	Safety	Facilities Technicians
Repair	Facility	Security	Facilities Technicians
Repair	Facility	Special	Facilities Technicians
Repair	Facility	Structure	Facilities Technicians
Repair	Furniture	Accessory	Facilities Technicians
Repair	Furniture	Chair	Facilities Technicians
Repair	Furniture	Door	Facilities Technicians
Repair	Furniture	Electrical	Facilities Technicians
Repair	Furniture	File Cabinet	Facilities Technicians

Repair	Furniture	Keyboard Tray	Facilities Technicians
Repair	Furniture	Lighting	Facilities Technicians
Repair	Furniture	Lock	Facilities Technicians
Repair	Furniture	Office	Facilities Technicians
Repair	Furniture	Workstation	Facilities Technicians
Replace	Facility	Hardware	Facilities Technicians
Replace	Furniture	Chair	Facilities Technicians
Replace	Furniture	Keyboard Tray	Facilities Technicians
Request	Facility	Janitorial	Facilities Technicians
Request	Facility	Keys	Facilities Technicians
Request	Facility	Pest Control	Facilities Technicians
Request	Furniture	Cleaning	Facilities Technicians
Request	Furniture	Event	Facilities Technicians
Request	Furniture	Event Indoor	Facilities Technicians
Request	Furniture	Event Outdoor	Facilities Technicians
Return	Facility	Key	Facilities Technicians
Salvage	Furniture	Accessory	Facilities Technicians
Salvage	Furniture	Assets	Facilities Technicians
Salvage	Furniture	Tables	Facilities Technicians
Schedule	Move	Staff	Facilities Technicians
Schedule	On Call	Emergency	Facilities Technicians
Uninstall	Facility	Artwork	Facilities Technicians
Uninstall	Facility	Cork Board	Facilities Technicians
Uninstall	Furniture	Ergonomics	Facilities Technicians
Uninstall	Furniture	Workstation	Facilities Technicians

Appendix B

<i>Request ID</i>		<i>Date Received</i>		<i>Status</i>	
FORM5				Assigned	
<i>Description</i>			<i>Justification</i>		
<b>Contact Information/Work Location</b>					
Dept:		Project Manager:			
Org Code:		Address:			
Contact Person:		Search	PM Telephone:		
Contact Phone:			Floor:		
Contact Fax:			Room:		
Contact Email:			HelpDesk Rep:		
<b>Facilities Management</b>					
FM Control #:		Account Code	Fund Code	Dept. ID	Class Code
FM Rep:					Location Code
Estimate Rec'd		PO #:			>>
Estimate		Date Form5 Sent to MRU/Fiscal			
Invoice Rec'd		Date Invoice Sent to AP			
Date PO/IE Sent to FM		Form5 Comments			
Audit Trail					
Date Canceled		Date Completed			
<b>Right click to add attachment</b>					
File Name	Max Size	Attach Label			
		Attachmen...			
		Attachmen...			
		Attachmen...			
			Print Form5		
			Create 2528		
			2528		
2528_RequestID					

Request ID	2528	Date	
Requesting Supervisor		Dept ID	
Unit		Program	
Requesting District Office		Helpdesk Rep	
Vendor Name		Status	New
Contact Person		Phone #	
<input type="checkbox"/> Payment will be made by Journal Entries			

Description	Budget	Activity
-------------	--------	----------

Description of Item	Qty	Unit Price	Est Total Cost

<input type="checkbox"/> Facilities Assistance Needed with Install	Subtotal
Justification	Tax
	Shipping/Handling
	Installation Charges
<input type="button" value="Calculate"/>	Total Cost

Approving Signature	Date
FM Control #	Form 11

Right Click to add an Attachment		
File Name	Max Size	Attach Label
		Attachmen...
		Attachmen...
		Attachmen...

### Appendix C

Facilities Support	Escalation Notifications				
	P1 - Critical	P2 - High	P3 - Medium	P4 - Low	
First Response	15 minutes (Notification goes to Supervisors)	1 Hour (Notification goes to Supervisors)	24 Hours (Notification goes to Supervisors)	None	Supervisors: Pending, Brandon Fernandez and Lee McFee
No Response - Escalate	15 minutes (Notification goes to Supervisors)	15 additional minutes (Notification goes out to Supervisors and Manager)	24 additional hours (Notification goes out to Supervisors and Manager)	None	Supervisors: Pending, Brandon Fernandez, Lee McFee Manager: Marcus Maltese
Idle Time	1 hour (notification goes to Supervisor and Manager)	2 hours (Notification goes out to Supervisors and Manager)	5 additional days (Notification goes to Supervisor)	None	Supervisors: Pending, Brandon Fernandez, Lee McFee Manager: Marcus Maltese
Pending	2 days (Notification goes out to Supervisors and Manager)	30 days (Notification goes out to Supervisors and Manager)	30 days (Notification goes out to Supervisors and Manager)	30 days (Notification goes out to Supervisors and Manager)	Supervisors: Pending, Brandon Fernandez, Lee McFee Manager: Marcus Maltese
Resolution	1 days (Notification goes to Supervisor)	5 days (Notification goes to Supervisor)	7 business days (Notification goes to Supervisor)	14 additional days (Notification goes to Supervisor)	Supervisors: Pending, Brandon Fernandez and Lee McFee

**Exhibit B  
Payment Provisions**

**1.0 Cost**

<b>Line#</b>	<b>Application/Feature/Description</b>	<b>Quantity</b>	<b>Total Cost</b>
1	Training – onsite, train the trainers (10 each), latest updated soft manual (unlimited distribution to County users).	1	\$7,562.50
2	Implementation Services (total cost) billed monthly in arrear after RCIT's approval.	1	\$136,296.89
3	Travel (County travel policy D-1) actual cost billed in arrears. Not to Exceed.	1	\$14,062
<b>Total (Not to Exceed)</b>			<b>\$157,921.39</b>

Billed monthly in arrear, payment will be made after County Project Manager approved the invoices.

**2.0 Roles and Hourly Rates for the complete implementation:**

<b>Line#</b>	<b>Role</b>	<b>Hourly Rate</b>
1	Engagement Manager	\$176.84
2	Solution Architect	\$176.84
3	Technical Consultant	\$176.84