**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
COMPUCOM SYSTEMS, INC.**

THIS AGREEMENT, entered into this _____ day of _____ ,

20_____, by and between the COUNTY OF SAN MATEO, hereinafter called

"County," and CompuCom Systems, Inc. hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may
contract with independent contractors for the furnishing of such services to or for
County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the
implementation, support, licensing and maintenance services for an IT Service
Management System.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1.   Exhibits and Attachments
The following exhibits and attachments are attached to this Agreement and
incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2.   Services to be performed by Contractor
In consideration of the payments set forth herein and in Exhibit B, Contractor shall
perform services for County in accordance with the terms, conditions, and
specifications set forth herein and in Exhibit A.

3.   Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable after written notice to Contractor and Contractor's failure to cure the unacceptable work within thirty (30) days after receipt of said written notice. In no event shall County's total fiscal obligation under this Agreement exceed One Million Two Hundred Forty Eight Thousand Three Hundred Seventy Dollars, ($1,248,370.00).

4.   Term and Termination
Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 18, 2014, through August 17, 2017.

This Agreement may be terminated by Contractor, the Chief Information Officer, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided and incurred expenses previously approved by County up to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5.   Availability of Funds
County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6.   Relationship of Parties
Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7.   Hold Harmless
7.1   General Hold Harmless. Contractor and County shall indemnify and save harmless each other, and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of a party under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including a

party or its employees/officers/agents; (B) damage to any real or tangible personal property; (C) any sanctions, penalties, or claims of damages resulting from a party's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of a party and/or its officers, agents, employees, or servants. However, a party's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for the other party has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2   Intellectual Property Indemnification.
Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any of its intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim that County's use of Contractor's deliverables provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates fully and timely with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue

using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent or (iii) obtain for County, at Contractor's expense, the right to continue to use the services.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement, (c) use of the services in a manner not reasonably contemplated in a Statement of Work, or (d) use of the services in conjunction with hardware, software, systems, or methods not provided by Contractor or specified in the Statement of Work.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8.   **Assignability and Subcontracting**
Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9.   **Insurance**
Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify that notice will be given of any cancellation of the policy or material change in the policy impacting coverage in accordance with the policy provisions.

(1)   **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work

under this Agreement.

(2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:
(a) Comprehensive General Liability $1,000,000
(b) Motor Vehicle Liability Insurance $1,000,000
(c) Professional Liability. $1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on Contractor's Comprehensive General Liability and Motor Vehicle Liability insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws
All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event

of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Warranties

Contractor represents and warrants to County that: (i) Contractor shall perform the Services under this Agreement and any SOW with reasonable skill and care, using suitably qualified personnel in a manner consistent with industry standards; (ii) Services and any deliverables associated therewith as set forth under the applicable SOW will materially conform to the specifications set forth in the applicable SOW; and (iii) Contractor shall comply with federal, state, county and local statutes, laws, ordinances, regulations and codes applicable to Contractor while performing the Services. As needed, Contractor shall also procure permits, certificates, and business licenses necessary to perform the Services.

  (b) Contractor also warrants that in addition to any warranty which is provided by the original manufacturer for parts and materials delivered to County in conjunction with the Services, such parts and materials will be free from material defects at the time of installation.

  (c) In the event of any failure to meet the warranties described in Subsections (a) and (b) above, Contractor shall: (i) re-perform the Services and/or repair or replace the defective parts or material without additional charge to County; or (ii) refund to County the amount paid for such Services or defective parts or materials; provided, Contractor is notified in writing via e-mail or otherwise within 15 days from the date such Services or parts and materials are furnished to County.

(d) THE FOREGOING SETS FORTH THE EXCLUSIVE REMEDIES AGAINST CONTRACTOR FOR CLAIMS RELATED TO PERFORMANCE OR NON-PERFORMANCE OF SERVICES AND CLAIMS RELATED TO A DEFECT OR DEFICIENCY IN SERVICES OR PARTS OR MATERIALS.

12. Limitation of Liability

LIMITATION OF LIABILITY: CON TRACTOR'S ENTIRE LIABILITY FOR ANY CLAIM ARISING FROM SERVICES OR PRODUCTS, REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED THE FEES PAID FOR THE 6 MONTHS PRIOR TO THE MONTH IN WHICH THE CLAIM AROSE UNDER THE SOW OR THE PRICE OF THE APPLICABLE PRODUCT(S), WHICHEVER IS APPLICABLE; PROVIDED HOWEVER, CONTRACTOR'S COMBINED LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED TEN MILLION DOLLARS ($10,000,000.00). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Non-Discrimination and Other Requirements**

A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

    ☒ Contractor complies with Chapter 2.84 by:

        ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.

        ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

    ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.

    ☐ Contractor does not comply with Chapter 2.84, and a waiver must be

sought.

E.   *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F.   *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

        ☒   No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

        ☐   Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G.   *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

    i)   termination of this Agreement;

    ii)   disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

    iii)   liquidated damages of $2,500 per violation; and/or

    iv)   imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within

30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. **Compliance with County Employee Jury Service Ordinance**
Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. **Retention of Records, Right to Monitor and Audit**
(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. **Merger Clause & Amendments**
This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision,

requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. <u>Controlling Law and Venue</u>
The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. <u>Notices</u>
Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when <u>both</u>: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; <u>and</u> (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jon Walton, CIO/Director Information Services
Address   455 County Center, 3rd Floor
                    Redwood City, CA 94063
Telephone: 650-363-4548
Facsimile: 650-363-7800
Email: jwalton@smcgov.org

In the case of Contractor, to:

Name/Title: John Carmain/Sr. Attorney
Address: 100 Ames Pond Drive, Suite 202
                    Tewksbury, MA 01876
Telephone: 978-858-7026
Facsimile: 978-858-7223
Email: Jack.carmain@compucom.com

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By:_____
President, Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

CompuCom Systems, Inc.

_John Carmain_____
Contractor's Signature

Date: 7/18/2014

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Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Implementation, support, licensing and maintenance services for an IT Service Management System

This Exhibit A consists of implementation services (SOW) and includes the form for "Product Order for ServiceNow IT Service Automation Suite Gold Edition Licenses" and the ServiceNow Subscription service use authorization".

1. **Overview:**
   Contractor has been engaged by the County to provide the following services: Develop, configure and implement the ServiceNow Service automation suite over three separate phases.

   <u>Engagement Services:</u> Deployment consulting and management services to implement the ServiceNow IT Service Automation Suite on behalf of the County.

   A Project Manager and Technical Consultant assigned to the County will follow Contractor's standard solution delivery methodology. The tasks associated with the implementation will be performed by the County assigned technical staff and Contractor assigned resources as described in Appendix B (Authority Matrix). Roles and responsibilities for each of the defined common tasks are outlined in the sections below.

   The CompuCom Standard Solution Delivery Methodology:

Phase 1	Assess:	Identify the business objectives.
Phase 2	Plan:	Develop procedures and tactical plans.
Phase 3	Design & Build:	Construct solutions or services.
Phase 4	Test:	Validate solution or services.
Phase 5	Implement:	Deliver solutions or services within the County's organization.
Phase 6	Support:	Ongoing management of solutions or services.

   The County has chosen to implement the ServiceNow IT Service Automation Suite and wishes to maintain an "Out of the Box" configuration of the following applications:

Application	Description
Phase 1	
* Core	Foundation of Service-now.com platform.
* Request Fulfillment	Provides data storage and administration as well as a user

	front end for ordering goods and services
Auto Discovery	Auto discovery finds computers and other devices connected to an enterprise's network. When Discovery finds a computer or device, it explores the device's configuration, provisioning, and current status and updates the CMDB accordingly
* Service Catalog - Employee Self Service – Content Management	Provides data storage and administration as well as a user front end for ordering goods and services Provides supported end users a clean, simple front end to their IT support organization. The Content Management System (CMS) is a ServiceNow application that primarily enables users to create a custom interface for the ServiceNow platform and ServiceNow applications. The Employee Portal branded for a given company is an example of its use.
Asset Management	Maintain information about contracts, including leases, service contracts, purchase orders, warranties, and software licenses.
* SLA/Reports/Dashboards	Modify existing reports to compliment the various modules being implemented in ServiceNow. Produce new reports as applicable and which fit within the timeboxed period reflected in this SOW. This includes but is not limited to the various modules being implemented, performance metrics and performance dashboards.
Survey Management	Collect user opinion data for continual service improvement.
* Service Desk / Incident Management	Record incidents, classify according to impact and urgency, assign to appropriate groups, escalate, and manage through to resolution and reporting.
Phase 2	
* Service Catalog - Onboarding	Provides data storage and administration as well as a user front end for ordering goods and services
Event Management	Detect, analyze events and determine the appropriate process for dealing with the events.
* Problem Management	Record problems, create knowledge from problems, request changes, assign to appropriate groups, escalate, and manage through to resolution and reporting.
* Change Management	Create, access, approve and implement changes to Client environment.
* Configuration Management Database (CMDB)	Record configuration items, business services, and relationships.

Service Portfolio	Provides a broad activity based view of Service Offerings
* Service Catalog - Employee Self Service – Content Management	Provides data storage and administration as well as a user front end for ordering goods and services
	Provides supported end users a clean, simple front end to their IT support organization.
	The Content Management System (CMS) is a ServiceNow application that primarily enables users to create a custom interface for the ServiceNow platform and ServiceNow applications. The Employee Portal branded for a given company is an example of its use.
* SLA/Reports/Dashboards	Modify existing reports to compliment the various modules being implemented in ServiceNow. Produce new reports as applicable and which fit within the time boxed period reflected in this SOW. This includes but is not limited to the various modules being implemented, performance metrics and performance dashboards.

Additional functionality and ServiceNow applications exist within the base ServiceNow platform, and at the County's discretion, will be implemented in subsequent statements of work or change orders to this SOW (Exhibits A/B). All applications and functions not listed in the table above are out of scope for this SOW.

The primary objective of this engagement is the efficient production implementation of the ServiceNow IT Service Automation Suite in accordance with the County's stated ITSM process requirements as discovered during the Assess and Plan phase. During the course of implementation, joint implementation activities will facilitate knowledge transfer between Contractor's Technical Consultant and the County's System Administrators.

2. **Projected Term:**
Estimated start date for Phase 1: August 18, 2014
Estimated completion date for Phase 1: November 14, 2014

Estimated start date for phase 2: November17, 2014
Estimated completion date for phase 2: February 6, 2015

3. **Detailed Description of Contractor's Services and Responsibilities:**
Contractor will provide a Project Manager and a Technical Consultants familiar with ITSM (IT Service Management), ITIL (Information Technology Infrastructure Library) and the ServiceNow IT Service Automation Suite. The Technical Consultant will provide primary technical assistance and technical configuration and tailoring of the ServiceNow IT Service Automation Suite. The Project Manager will function as a peer to the County's assigned Project Manager and

provide guidance towards the execution of the overall implementation, assistance with project planning, resource assignments and project communications. The Project Manager will be the County's primary escalation point for all project concerns and will have direct and constant communications between the County and ServiceNow Operations for all pre Go-Live activities.

Engagement Model

1. Contractor will provide a qualified Technical Consultant that will be dedicated to the implementation of the ServiceNow IT Service Automation Suite for the term of this engagement. CompuCom's Technical Consultant will have a background in software application development, the use and configuration of WEB 2.0 applications, JAVA Script, and other necessary technologies, as required, to successfully configure and maintain the deliverables of this engagement (e.g. web services, relational database management, report construction, application security and performance tuning).

2. Contractor is responsible for hands-on configuration and tailoring tasks and activities and remediation of errors resulting from Unit testing and User Acceptance testing.

3. Contractor will host a weekly project update with the County Project Manager and key / limited County stakeholders as part of the project communications plan to verify the project is progressing properly. This is in addition to any project status and work tasking meeting hosted by the County Project Manager.

4. In order to streamline the County's implementation schedule, Contractor will provide an ITSM Accelerator for Incident Management, Problem Management and Change Management applications within the ServiceNow IT Service Automation Suite. As a part of the ITSM Accelerator package, the County will receive the Best Practice Workflow, the process definition, Policy guide for (Change Management only) and the corresponding Update Set(s) for each of the Accelerators being delivered, which contains all the code and configurations associated with enabling the accelerator(s) on the County's instance, and the technical design document, which details all the changes made to the County's instance of the ServiceNow IT Service Automation Suite.

5. Contractor is responsible for defining and documenting all applicable and configurable items for all modules outlined in the table in Section 1 of the Service Now ITSM application being implemented under this statement of Work and will use the documentation provided with the accelerators. Where templates are supplied by Contractor, templates should be used.

6. Contractor will provide templates, if available as requested, to the County to support the completion of requirements definition by the County prior to start of development activities. Templates supplied will be in a generic format compatible with common versions of Microsoft Office applications (e.g. Microsoft Word 2010, Microsoft Excel 2010, and Microsoft Visio 2010).

7. CompuCom will engage ServiceNow directly, on the behalf of the County, at appropriate times during the term of the engagement to address issues that may arise during the period of this implementation. This may include the initialization of the County's instances, provisioning of VPN, when applicable and purchased as part of this agreement, escalation of locally unresolved issues (e.g. programmatic defects), installation of special plug-ins, review and scheduling of full and patch releases during the implementation period and preparation of the instances and support teams during go live.

8. Contractor will provide the documentation as required by ServiceNow on behalf of the County for transition of support to ServiceNow

9. Upon Completion of development and unit testing, Contractor will provide knowledge transfer of configured environment to the County assigned System Administrator(s).

Implementation Details

Phase 1 Tasks
Plan/Assess
    Build Project Material
- Project Plan
- Scope Statement
- Kick off Meeting
- Develop and maintain weekly project status
- Develop and track issues log
- Communication Plan
- Training Plan
- Staffing Plan and assignment
- Work Breakdown structure

General Requirements Gathering and Design Sessions for Core Setup, Request Fulfillment, Auto Discovery, Asset Management, Incident Management, Service Catalog as it pertains to Employee Self Service/Content Management, Reporting and Surveys,

General Setup
    Instance personalization
    Setup LDAP Authentication

Build LDAP integration for users/groups
Setup user roles

Automated Discovery
Build integration with standalone discovery utility
Build import sets for configuration items discovered (Servers, workstations, laptops) from two discovery sources
Not to exceed 80 hours

Request Fulfillment
Run a requirements workshop for each catalog item
Build up to 20 low complexity and 10 moderate complexity catalog items
Build up to 6 moderately complex workflows to be used by requests.
Not to exceed 120 hours

Employee Self Service Portal **(Added Requirement)** -
Build Employee Self Service Portal with major sections
- Requesting and following up on an incident/question
- Service Catalog and follow up on requested items
- Knowledge Base
- Previous incidents
- Build custom icons/templates/forms for future content driven material
- Not to exceed 440 hours

Customize content management system to follow San Mateo County's style guide

Incident Management
Deploy Incident Management Accelerator
Configure incident management forms, business rules, workflows from new requirements workshop
Setup notifications for incident management process
Enable base reports and home pages for ITIL users
Setup response and resolution Service Level Agreements
Not to exceed 100 hours

Asset Management
Configure Asset Management forms, business rules, and workflow
Enable Report/ Home Pages
Configure Notifications
Not to exceed 120 hours

Report Management
Define reports for in scope development
Build 15 reports within ServiceNow reporting engine.

Survey Management –
  Define and build up to 5 surveys

Production Prep
  Develop and run mock implementation for Go Live
  Implement into Production
  Conduct performance, stress, and load testing scenarios

User Acceptance Testing/Issue Resolution
  Assist client with system workflows/data
  Issue Resolution

Process Development and Training
  Build process workflow and document for Request Fulfillment and Asset Management
  Develop Design guide for core setup configuration
  Build user guide for Employee Self Service
  Conduct on-site training for Employee Self Service usage
  Conduct on-site training for process in scope for Phase 1

Go Live Support
  Provide support for up to five days for issue identification and resolution.

Phase 2 Tasks
  Plan/Assess
  Build Project Material
  - Project Plan
  - Scope Statement
  - Kick off Meeting
  - Develop and maintain weekly project status
  - Develop and track issues log
  - Communication Plan
  - Training Plan
  - Staffing Plan and assignment
  Work Breakdown structure General Requirements Gathering and Design Sessions for Onboarding, Event Management, Change Management, Problem Management, CMBD, Service Portfolio, Additional Reporting and continued Employee Self Service Development

Service Catalog Onboarding,
  Develop onboarding workflow and catalog items needed to hire a fulltime, part time or contract worker.
  Not to exceed 120 hours

Problem Management
     Deploy Problem Management Accelerator
     Configure problem management forms, business rules, workflows from new requirements workshop.
     Configure notifications
     Not to exceed 80 hours

Event Management
     Setup event management with up to two event monitoring tools using utilizing web services integrations
     Build event correlation into Incident Management to auto log events that meet criteria for new incidents.
     Not to exceed 120 hours

Process Development and Training
     Modify Incident and Problem Management user guide and design guides to reflect new identified workflow and design.
     Provide user guide for Incident and Problem Management
     Conduct on-site training for Problem Management, Event Management and Incident Management

Change Management
     Deploy Change Management Accelerator
     Configure Change management forms, business rules, workflows from new requirements workshop
     Setup notifications for Change management process
     Enable base reports and home pages for ITIL users
     Not to exceed 120 hours

Service Portfolio
     Setup services based portion of CMDB to contain services
     Distribute template used to populate Services tables
     Link configuration items associated directly to identified Services
     Not to exceed 40 hours

Configuration Management
     Build out additional CI classes and extend classes from their base tables.
     Modify forms and tables for new CI classes
     Import new CMDB information into existing tables (Server, workstations, laptop, and network devices)
     Import new CMDB information for new CI classes identified
     Not to exceed 80 hours

Additional Reporting

Identify and build up to 25 additional reports using the ServiceNow report engine. Specific reports will be identified in the Plan and Assess phase.

Not to exceed 80 hours

Employee Self Service Portal **(Added Requirement)** -
Build Employee Self Service Portal with major sections
- Requesting and following up on an incident/question
- Service Catalog and follow up on requested items
- Knowledge Base
- Previous incidents
- Build custom icons/templates/forms for future content driven material
- Not to exceed 480 hours

Customize content management system to follow San Mateo County's style guide

User Acceptance Testing/Issue Resolution
Assist client with system workflows/data
Issue Resolution

Process Development and Training
Build process workflow and document for Change Management
Provide user guide for Employee Self Service
Conduct remote training for Change Management

Go Live Support
Provide support for up to five days for issue identification and resolution.

4. County Responsibilities

To meet its commitment to schedules and pricing, Contractor requires that the County ensures that the following elements are in place at the onset of the engagement and throughout its duration. Delays in access to information or missed or rescheduled meetings could result in project delays and out of scope issues impacting the price of this project.

1) County is responsible for gathering all necessary credentials and connectivity for integrations to internal or external County systems. County is responsible for troubleshooting all integration and connectivity issues pertaining to County systems and interactive participation with Contractor's Technical Consultant and / or ServiceNow Operations for all interfaces with Service-now.

2) County is responsible (or will contract out System Administration) for the ongoing support and maintenance of all work performed under this engagement.

3) County will provide the necessary skilled resources to conduct the follow tasks:

Program Manager/ Project Owner:
Coordinate all County resources.
Coordinate the internal user acceptance testing
Compile and manager issues/enhancement list from internal feedback
Work alongside Contractor to establish program charters across County stakeholders; defining program objectives, roles, responsibilities, and decision making rights within the County.

Process Owners and Stakeholders:
Provide proper resources in the workshops during all applicable program phases.
Complete proper function testing and sign-off prior to go-live.

ServiceNow Administrators/Developers
County will identify at least 1 resource.
Resource will attend ServiceNow Administration training
Resource will assist in making configuration changes in ServiceNow
Resource will be responsible for being cross-trained

Other Responsibilities

1. County will provide adequate computing resources, including without limitation such hardware and software as may be specified in this SOW or other documents related to the project, and the hardware and software used by County employees, except as may be expressly provided otherwise. The County will provide Contractor access to existing environments and documentation as Contractor may request. Subject to limitation imposed by the County.

2. County or its designated and authorized agent (e.g. ServiceNow) is responsible for daily back-up and other protection of its data against loss, damage or destruction. Contractor will have no obligation or liability with respect thereto regardless of the cause.

3. County will identify and supply qualified business, technical and operational staff as required to successfully implement all elements of the engagement. (e.g. Service Operation Process Owner, Incident Management Process Manager)

4. County is responsible for defining and documenting business and process requirements (e.g. Functional Requirements document) as defined in the RACI matrix (Appendix B), prior to the scheduled start of this engagement. The County Project Manager will make requirements documentation available to the Contractor Project Manager and Technical Consultant for review prior to the start of the implementation. The County is responsible for the creation and continued refinement of all business and process requirements and their documentation.

5. County is responsible for and should supply to Contractor during the Kick-off meeting any known County documentation requirements (e.g. status report formats). County is responsible for formatting and / or tailoring Contractor supplied templates, where available, and documentation to comply with any internal documentation requirements.

6. County is responsible for the identification of all sources of data, whether databases, spreadsheets or hard copy, required for the successful operation of ServiceNow. County should supply a complete list of data sources to the Contractor Project Manager during the Kick-off period.

7. County (or contracted System Administrator) is responsible for the identification, collection, modification, cleansing, alteration, formatting and mapping (pre-processing) of all data loaded by County into the ServiceNow IT Service Automation Suite, whether through import or direct interface, in formats supported by ServiceNow (e.g. .xls, .csv – both tab and comma delimited, two way email, ODBC, JDBC, JMS and Web Services). County is responsible for verifying that all character sets used are compatible with and supported by ServiceNow.

8. County is responsible for the identification, collection and pre and post processing of any and all open or historical data from existing service desk applications into the ServiceNow IT Service Automation Suite.

9. County is responsible for the identification, definition and documentation of all use cases. County should supply detailed use cases to the Contractor Project Manager for review prior to User Acceptance Testing.

10. County is responsible for scheduling, managing, and documenting the results from User Acceptance Testing. County is responsible for identifying the methodology for defect tracking and maintaining the action list(s) associated with their management and remediation. Contractor recommends that the County identify a single focal point for all testing and remediation activities not part of the System Administration team for efficiency and effective closure of issues.

11. County is responsible for defining and documenting operational processes and procedures. Prior to the start of User Acceptance Testing, the County

Project Manager will make operational process and procedures documentation available to the Contractor Project Manager and Technical Consultant for review. County is responsible for the creation and continued refinement of all operational process and procedures documentation. Contractor recommends, that as much as possible, operational documentation (e.g. field definitions, detailed work instructions, quick guides, and use case examples) are stored within the ServiceNow IT Service Automation Suite itself (e.g. Field Label Hint, Help and URL references) and within the internal ServiceNow knowledge base.

5. **Standard Implementation Activities, Roles and Responsibilities (RACI):**

The Authority Matrix (RACI) as shown in Appendix B hereto provides clear definition of the accountability and responsibility for common activities associated with the implementation of ServiceNow within CompuCom Standard Solution Delivery Methodology. The acronym RACI stands for:

- **R – Responsible** – these people are the "doers" of the work. They must complete the task or objective or make the decision. Several people can be jointly responsible.
- **A – Accountable** – this person is the "owner" of the work. He or she must sign off or approve when the task, objective or decision is complete. This person must make sure that responsibilities are assigned in the matrix for all related activities. There is only one person accountable per task.
- **C – Consulted** – these are the people who need to give input before the work can be done and signed-off on. These people are "in the loop" and active participants.
- **I – Informed** – these people need to be kept "in the picture." They need updates on progress or decision, but they do not need to be formally consulted, nor do they contribute directly to the task or decision.

Appendix B lists many of the activities found in the Standard Solution Delivery Methodology and the associated RACI for each activity.

6. **Implementation Schedule:**
   Project is proposed in 2 Phases.   Phase 1 is a 13 week engagement, and Phase 2 is 12 weeks

Phase 1

Phase 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Assess													
Plan													
Project Management													
Develop													
1. Core Setup													
2. Request Fullfillment x30													
3. Automated Discovery													
4. Okta (Single Sign On)													
5. Incident Management (w/routing and notficiations													
6. Service Catalog (Employee Self Service)													
7. Asset Management													
8. Report Management x15													
9. Survey Management													
10. Production Prep (incl. Perf and Stress Tests)													
11. Training (New Material and Delivery)													
12. User Acceptance Testing													
13. Go Live													
Resources	1	2	3	4	5	6	7	8	9	10	11	12	13
CC Prg. Advisor - hrs	40	40	40	32	32	32	32	32	32	32	40	40	32
CC Prg. Specialist - hrs	40	40	40	40	40	40	40	40	40	40	40	40	40
CC Prg. Specialist 2 - hrs			24	40	40	40	40	40	40	40	40		
CC Designer/CMS Developer			40	40	40	40	40	40	40	40	40	40	40

Phase 2

Phase 2	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12
Assess												
Plan												
Project Management												
Develop												
ESS/Content Management												
1. Service Catalog Onboarding												
2. Change Management												
3. Event Management												
4. Service Portfolio												
5. CMDB (Additional Data/Integration with other processes												
6. Problem Management												
7. Training (New Material and Delivery)												
8. Additional Reporting												
9. UAT												
10. Go Live												
Resources	1	2	3	4	5	6	7	8	9	10	11	12
CC Prg. Advisor - hrs	40	32	32	32	32	32	32	40	40	32	32	16
CC Prg. Specialist - hrs	40	40	40	40	40	40	40	40	40	40	40	40
CC. Prg. Specialist 2 - hrs	40	40	40	40	40	40	40	40	40	40		
CC Designer/CMS Developer	40	40	40	40	40	40	40	40	40	40	40	40

7. Key Implementation Assumptions

1. LDAP integration will be setup for authentication purposes
   a. County will provide a LDAP Administrator that understand active directory tree structure
   b. ServiceNow will have the ability to authenticate against one or more AD domain/forests
   c. Enable functionality and Setup Single Sign On utility for all instances.
2. Additional supplemental data will be imported via spreadsheets or flat files (Departments, Locations, etc)
3. Standard customizations consist of adding field validations, lookup, required fields, drop down, and basic calculations, and security.

4. Contractor will leverage an administrator for certain aspects of building out the system. This will allow the administrator to learn how to manage and maintain the environment after go-live
5. Automated discovery will utilize web services and an Import sets to map data to (Server, laptop, workstation, and Network device CI classes
6. Contractor will demonstrate to the County how to setup the proper models and entitlements in order to track license usage within the Asset Management Module. It will be up to the County to complete the population of this data in order to properly track license usage.
7. Costing tables for Model/CI info will need to be identified by the County.
8. If enhancements are required to the base configuration of the software Asset Management application, a change order will be required to perform these enhancements. An enhancement will be any modification to base functionality by way of modification of existing forms, UI Action, UI Policies, business rules, client scripts, list views, workflows or modules or the creation of new forms, UI Actions, UI Policies, business rules, client scripts, list views, workflows or modules.
9. Week 1-2 Plan - Devise a plan to execute core setup and initial design sessions. Remainder will be defined as part of the Phase 1 design efforts.
10. Incident Management, Problem Management, Change Management - Use the Accelerators as a base. Moderate configuration and tuning.
11. Configuration Management data will be loaded into ServiceNow CMDB one time.
12. Configuration data that is brought in via a discovery tool will be brought in via a scheduled job and import set. Current integration will be done using Solarwinds, Tivoli Enterprise Manager and Novel ZENworks
13. Reporting will leverage OOB functionality and the ServiceNow report engine for all reports created and maintained. A list of base reports can be found at
https://wiki.servicenow.com/index.php?title=Base_System_Reports
14. With exception of the kick off week(s), Training, and Go Live Support all work will be conducted remotely. Additional on-site time can be provided as requested and agreed upon

8. **Resource Team:**

Prior to the delivery of the Service, County will designate a qualified member of its staff to act as a project manager (the "County Project Manager") and a liaison between the County and Contractor's Project Manager. The County Project Manager will establish priorities, coordinate County resource schedules, review progress, and assist in issue resolution. The County will be entitled to rely upon such person's representations and authority without seeking further verification. The County Project Manager is the person to whom Contractor will address all communications and the person who has the authority to act for the County in all aspects of the project. County will provide adequate staff, dedicated to this SOW and available to Contractor, to complete in a timely manner such tasks as may be assigned to it, including without limitation any training exercises, requirement definition, testing, and review and approval.

Client Project Manager:	TBD	Service/Eng. Manager:	
Telephone Number:		Telephone Number:	
E-mail Address:		E-mail Address:	
Fax Number:		Fax Number:	

Contractor

CompuCom Project Manager:	Chris BranstetterServ	ice/Eng. Manager:	Kathy Buckley
Telephone Number:	816.519.1272	Telephone Number:	530.406.1998
E-mail Address:	Chris.Branstetter@compucom.com	E-mail Address:	Kathy.buckley@compucom.com
Fax Number:		Fax Number:	

9. Invoicing:

Contractor will provide invoices and documentation to County at the address indicated below:

Accounts Payable Contact:	ISD-Vendor-Invoices@smcgov.org
Telephone Number:	650-363-4548
Address:	455 County Center, 3rd Floor ISD Redwood City, CA 94063
Fax Number:	650-363-7800
Purchase Order Number:	

10. Acceptance:

1. Upon completion, all deliverables produced by Contractor must be reviewed, approved and signed off using the Project Acceptance Form (see Appendix C) by Contractor and the County Project Manager.

11. Changes to SOW:

  i. Any changes to the scope of Services shall be requested and approved using the Change Order Form in Appendix A.

  ii. Once the Change Order Form is signed by both parties all necessary changes to scope, schedule and cost will be revised and the project will be managed accordingly.

This Statement of Work shall be considered fully executed and binding when authorized representatives of both parties have signed and dated below. The parties agree that this Statement of Work may be executed in counterparts and/or through signatures transmitted by facsimile or electronic image and that a facsimile or electronic image of this Statement of Work or a counterpart thereof shall be deemed an original for all purposes. This Statement of Work must be accompanied by a valid County Purchase Order.

County of San Mateo		CompuCom Systems, Inc.	
By:		By:	_(signature)_
Name:	Dave Pine	Name:	John Carnain
Title:	President, Board of Supervisors	Title:	Senior Attorney
Date:		Date:	7/18/2014

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Exhibit B

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

This Exhibit B consists of implementation services (SOW) and includes the form for "Product Order for ServiceNow IT Service Automation Suite Gold Edition Licenses" and the ServiceNow Subscription service use authorization".

Implementation Services	$547,720
Travel Expenses	$12,150
Licensing and maintenance	$688,500
Not to Exceed Amount	$1,248,370

Major Milestone	Price	Anticipated Travel Costs
Phase 1 Completion	$269,760	$7,350
Phase 2 Completion	$277,960	$4,800
Total	**$547,720**	**$12,150**

** In the event hours incurred exceeds the anticipated level of effort, Contractor will not Invoice the County for the incremental hours that do not exceed 5% of the anticipated level of effort. There will however be an initial assessment and project planning period phase of this SOW, for which Contractor will validate the assumptions used to create the project plan and time line. The intent of this activity is to allow Contractor to validate the information acquired in the RFP as conveyed by the County. If there is deemed to be any scope change that is materially impacting the anticipated level of effort, both parties agree to address this via a Change Order prior to delivery starting.

Pricing Assumptions/Conditions

i. This pricing is based on the County's stated desire to accept an Out of the Box configuration and that significant deviation from this stated goal will require additional services priced separately.
ii. The Services described in this Statement of Work will be performed in accordance of the Services, roles and responsibilities defined in this document as a fixed fee project and will be invoiced monthly based on milestones that will be established prior to the start of the project for all hours worked in the previous month.
iii. The County acknowledges that its failure or delay in furnishing the necessary information or access to personnel or facilities, or any other delays or failures in performing its obligations under this SOW, or a delay caused by any third party vendor performing services for the County in connection with the project under this SOW, will be considered the County's responsibility if it affects Contractor's ability to deliver these Services as projected.

iv. Contractor will not be responsible for County delays. Significant County-caused delays may affect the estimated labor hours expended by Contractor.

v. The scope of Services is defined within this SOW. If additional work is necessary it can be included for an additional fee

vi. Should County be unable to provide a qualified System Administrator as defined in the County Responsibilities, Contractor must be contracted to provide that resource as an option under a separately provided and priced SOW.

vii. Service pricing is valid during normal business hours of 8 am through 5 pm local time, based on County location Monday through Friday excluding holidays. Any hours worked outside these normal business hours will be invoiced at 1-1/2 times the hourly rate and will be tracked separately. All overtime will require approval by County, pre-notification and planning. This time is classified as any time spent on a weekends or which total weekly hours exceed 40 working hours during one Monday through Friday period.

viii. All prices are in U.S. dollars and exclusive of taxes.

ix. The pricing set forth in this SOW shall be available for acceptance by the County through September 18, 2014 ("Validity Period"). Contractor reserves the right to adjust the pricing and/or the schedule set forth herein if this SOW is not executed by the County and returned to Contractor before the expiration of the Validity Period.

(A) Anticipated Travel Expenses

Travel expenses listed in the Pricing section above are estimates. County shall reimburse Contractor for reasonable, out-of-pocket expenses incurred by Contractor personnel in connection with (i) travel expenses for travel more than fifty (50) miles from Contractor consultant's base location, to include but not be limited to, coach class air rates, reasonable hotel room rate and applicable taxes, meal expenses, auto rental (including charges for fuel), tools, parking, taxis and other ground transportation; and (ii) reasonable miscellaneous expenses including but not limited to County requested document reproduction, any required shipping, couriering, faxing or telexing of tangible items between County and Contractor, County – requested courier deliveries, and other reimbursable expenses specified in this Statement of Work.

1. **Overview:**
   CompuCom will sell County of San Mateo Two Hundred and Fifty Five (255) ServiceNow IT Service Automation Suite Gold Edition licenses as defined in the ServiceNow Subscription Services Use Authorization Order Number 15614COM - UC-1 (the "Products") between ServiceNow and County of San Mateo dated _____. The price and fee schedule is as provided in Section 6 of this Product Order, "Pricing/Fees".

2. **Projected Term:**
   Start Date: August 18, 2014
   Completion Date: August 17, 2017

3. **Detailed Description of CompuCom's Responsibilities:**
   This Product Order allows for the sale of Two Hundred and Fifty Five Service Now IT Service Automation Suite Gold Edition licenses from CompuCom to the County of San Mateo. All warranties for the Products are as provided in the ServiceNow Subscription Services Use Authorization. CompuCom makes no independent warranties of any kind with regard to the Products.

   Client Project Manager: _____
   Telephone Number: _____
   E-mail Address: _____

   CompuCom Project Manager: Kathy Buckley
   Telephone Number: 530-406-1998
   E-mail Address: Kathy.Buckley@compucom.com

4. **Invoicing:**

   CompuCom will provide invoices and documentation to the address indicated below:

   Accounts Payable Contact: _____
   Telephone Number: 650-363-4548
   Address: 455 County Center, 3rd Floor ISD
   Fax Number: 650-363-7800
   Email   ISD-Vendor-Invoices@smcgov.org

5. **Acceptance:**
   The Product Order for ServiceNow IT Service Automation Suite Gold Edition licenses Subscription Services shall be deemed accepted upon fully executed ServiceNow Subscription Services Use Authorization Order Number 15614COM - UC---1

6. **Pricing/Fees:**

   Service Now Subscription Pricing: Subject to the County of San Mateo execution of the ServiceNow Subscription Services Use Authorization Order Number _ 15614COM ---UC---1 the County of San Mateo purchases, shall be per individually licensed named user. Service Now licenses are pre-paid annually. See below for pricing details.

ServiceNow Subscription Fees

Subscription	Type	Units	Subscription Term (Months)	Discounted Price (Annual)	Retail Price (Annual)	Net Price (Total) (Reflects 35 % Discount off Retail)
*ServiceNow IT Service Automation Suite (Gold Edition)	Fulfiller User	255	36	$229,500	$306,000	$688,500
**ServiceNow IT Service Automation Suite	Requester Users (Promo)	3,825	36	$0	$0	$0
ServiceNow IT Service Automation Suite	Requester Users	3,175	36	$0	$48,577	$0
Total Licenses				**$229,500**	**$354,577**	**$688,500**

During the Subscription term and Renewal Term (as defined below), Client may add additional Service Now IT Service Automation Fulfiller licenses in packs of 5 at a rate of $75.00 per licenses/per month. Additional subscription fees will be pro-rated to the Subscription Term end date. A subsequent PCR will be required.

At the end of the contract date, the Subscription Fee is not to increase by more than ten percent (10%) for a one (1) year renewal term, seven percent (7%) for a two (2) year renewal term or five percent (5%) for a three (3) year renewal term provided that number of Fulfiller Users licensed are, at a minimum, equal to the number of Fulfillers Users licensed at Contract End Date. A subsequent PCR will be required.

a) **Pricing Assumptions/Conditions Precedent**

* The pricing set forth in this Product Order shall be available for acceptance by the Client through August 14 2014 ("Validity Period"). CompuCom reserves the right to adjust the pricing and/or the schedule set forth herein, if this Product Order is not executed by the Client and returned to CompuCom before the expiration of the Validity Period.

7. **Changes to Product Order:**
Any changes to the scope of this Order shall be requested and approved using the Change Order Form in Appendix A.

This Agreement shall be considered fully executed and binding when authorized representatives of both parties have signed and dated below.

County of San Mateo	CompuCom Systems, Inc.
By:	By:
Name: **Dave Pine**	Name: John Carmain
Title: **President, Board of Supervisors**	Title: Senior Attorney
Date:	Date: 7/18/2014

	SERVICENOW SUBSCRIPTION SERVICE USE AUTHORIZATION		Order Number
			15614COM -UC-1

servicenow

ServiceNow, Inc.
3260 Jay Street
Santa Clara, CA 95054

Customer Invoice Address:

Name:	County of San Mateo
Address:	455 County Center, 3rd Floor
Suite:	
City:	Redwood City, California
State/Province:	CA
Zip/Postal Code:	94063
Country:	United States
Website:	http://www.smcgov.org/
Level1 Support Provider	ServiceNow

Customer Contact:

Name:	Bill Keating
Title:	Infrastructure Service Manager
Phone:	(650) 363-4700
E-mail:	wkeating@smcgov.org

Reseller:

Company Name:	Compucom
Contract #(s)	15614COM

Customer Ship To Address:

Name:	County of San Mateo
Address:	455 County Center, 3rd Floor
Suite:	
City:	Redwood City, California
State/Province:	CA
Zip/Postal Code:	94063
Country:	United States

Term:

Contract Term:	36 months months
Start Date:	18 August 2014
End Date:	17 August 2017
Currency:	USD

Subscription:	Type	Units (as applicable)	Subscription Term (in months)
ServiceNow® IT Service Automation Suite (Gold Edition)	Fulfiller User	255	36 months
ServiceNow® IT Service Automation Suite	Requester User (Promo)	3,825	36 months
ServiceNow® IT Service Automation Suite	Requester User	3,175	36 months

Hosting Details:

# of Instances:	1 production 4TB Storage Limit / 2 non-productions 8TB Storage Limit		
Instance Names:			
Customer ServiceNow Admin:		E-mail:	
Other Options:			
Data Center:	USA		

Additional Notes:

Terms for Education Services and Knowledge offerings are set forth on www.servicenow.com/schedules.do.

Order Terms

ENTIRE AGREEMENT. If Customer has a signed subscription service agreement with ServiceNow ("Master Agreement") for the services set forth in this use authorization, then this use authorization and product overview (collectively, "Use Authorization"), is issued under and is incorporated into the Master Agreement between ServiceNow and Customer. If any provision of this Use Authorization conflicts with the Master Agreement, then the use authorization and the product description in the Use Authorization shall control.

If Customer does not have a Master Agreement, Customer's use of the services set forth herein as purchased from a ServiceNow authorized reseller ("Reseller") is governed by the terms and conditions of this Use Authorization, which incorporates by reference the Product Overview, the Subscription Service Agreement, the Subscription Service Guide, and the applicable Service Description for the purchased packaged services (if not attached herein, then as set forth on www.servicenow.com/schedules.do), ALL OF WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE IN THEIR ENTIRETY (collectively, "Standard Agreement"). Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Standard Agreement. "Agreement" hereafter means the Standard Agreement.

ORDERS. Orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any communication about ServiceNow's future plans. A breach by a party of its obligations with respect to one service shall not by itself constitute a breach by that party of its obligations with respect to another service even if the services are enumerated in the same Use Authorization.

CUSTOMER RESPONSIBILITIES. Customer is responsible for complying with the Agreement. If Customer exceeds its permitted use of the Subscription Service, then, without limiting ServiceNow's other rights and remedies hereunder, Customer will promptly notify ServiceNow and Reseller and within thirty (30) days thereafter: (i) disable unpermitted use; or (ii) purchase additional subscriptions. ServiceNow and Reseller may review Customer's use of the Subscription Service, and Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. ServiceNow and Reseller may suspend Customer's use of the Subscription Service after giving thirty (30) days written notice of non-compliance identified in such review.

WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES, DELIVERABLES, OR DEVELOPMENT MATERIALS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

LIMITATIONS OF LIABILITY. SERVICENOW SHALL HAVE NO LIABILITY FOR ANY REFUND THAT, IN ACCORDANCE WITH THE TERMS HEREOF, IS TO BE PAID BY THE RESELLER. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED TO RESELLER FOR SERVICES PROVIDED HEREUNDER.

EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COSTS OF SUBSTITUTE GOODS, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

ServiceNow® Subscription Service
Product Overview – Order Form Addendum

ORDERING – PRODUCT TYPE						
Products \ Packages	IT Service Automation Suite (one or two app limit)	IT Service Automation Suite (Gold Edition)	IT Service Automation Suite (Platinum Edition)	IT Service Automation Suite (Diamond Edition)	CreateNow Development Suite	HR Service Automation
Incident Management	Option[1]	Included	Included	Included	-	-
Problem Management	Option[1]	Included	Included	Included	-	-
Change Management	Option[1]	Included	Included	Included	-	-
Release Management	Option[1]	Included	Included	Included	-	-
Configuration Management (CMDB)	Included	Included	Included	Included	-	-
Asset Management	Option[1]	Included	Included	Included	-	-
Request Management	Option[1]	Included	Included	Included	-	-
IT Cost Management	Option[1]	Included	Included	Included	-	-
Work Management	Option[1]	-	Included	Included	-	-
Project Portfolio Management	Option[1]	-	Included	Included	-	-
Software Development Lifecycle (SDLC)	Option[1]	-	Included	Included	-	-
IT Governance, Risk and Compliance (IT GRC)	Option[1]	-	Included	Included	-	-
Vendor Performance	Option[1]	-	Included	Included	-	-
Resource Management	Option[1]	-	Included	Included	-	-
HR Service Automation	-	-	-	-	-	Included
DEVELOPMENT USAGE OPTIONS						
ITSA Application Configuration[2]	Included	Included	Included	Included	-	-
ITSA-Based Custom Applications[3]	-	-	-	Unlimited Included	-	-
HR Service Automation Configuration[4]	-	-	-	-	-	Included
Custom Applications[5]	-	-	-	Unlimited Included	Per App or Unlimited as Purchased	-
Custom Applications (No Requesters)[6]	-	-	-	Unlimited Included	Per App or Unlimited as Purchased	-
PRODUCT OPTIONS						
Performance Analytics	Option	Option	Option	Included	Option	Option
Discovery	Option	Option	Option	Option	Option	Option
Orchestration Core	Option	Option	Option	Option	Option	Option
Orchestration Cloud Provisioning Suite	Option	Option	Option	Option	Option	Option
Orchestration Cloud Provisioning Application	Option	Option	Option	Option	Option	Option
Orchestration Configuration Automation Application	Option	Option	Option	Option	Option	Option
Orchestration Password Reset Application	Option	Option	Option	Option	Option	Option

Orchestration Add-ons	Option	Option	Option	Option	Option	Option
Public Catalog	Option	Option	Option	Option	Option	Option
Notify	Option	Option	Option	Option	Option	Option
Service Automation Platform	Included	Included	Included	Included	Included	Included

[1] – Customers have the right to purchase up to two (2) IT Service Automation Applications a la carte.

[2] – "**ITSA Application Configuration**" means the authorization to change the values of pre-defined fields, add new fields to existing tables, add new tables that provide additional attributes around the process (i.e., people, places, and things), build workflow for the process (such as custom approval workflows), modify the UI and form layouts, integrate with external data sources, and tailor the process through custom scripting. ITSA Application Configuration is restricted to the process included in the IT Service Automation Application. Creating ITSA-Based Custom Applications is excluded, including without limitation Customer is prohibited from copying and re-labeling any of the tables associated with the IT Service Automation Application.

[3] – "**ITSA-Based Custom Applications**" means the authorization to develop and use custom applications in production environments that are built by copying and re-labeling one or more IT Service Automation Applications. ITSA-Based Custom Applications involve the creation of new custom processes that are not addressed in the IT Service Automation Application (such as custom processes for requesting goods or services, scheduling resources or planning events) that may or may not have automation or workflow associated with them.

[4] – "**HR Service Automation Configuration**" means the authorization to change the values of pre-defined fields, add new fields to existing tables, add new tables that provide additional attributes around the process (i.e., people, places, and things), build workflow for the process (such as custom approval workflows), modify the UI and form layouts, integrate with external data sources, and tailor the process through custom scripting. HR Service Automation Configuration is restricted to the process included in HR Service Automation. Customer is prohibited from copying and re-labeling any of the tables associated with HR Service Automation.

[5] – "**Custom Applications**" means the authorization to develop and use custom applications in production environments that are not built by copying and re-labeling an IT Service Automation Application. Custom applications may be built as extensions of the Task table and cannot be an extension of an IT Service Automation Application table structure. Customers are prohibited from copying and re-labeling any of the tables associated with the IT Service Automation Suite of applications. Custom Applications may not be built for a process covered in one or more of the IT Service Automation Applications.

[6] – "**Custom Applications (No Requesters)**" means the authorization to develop and use custom applications in production environments, without Requesters, that are not built by copying and re-labeling an IT Service Automation Application. Custom applications may be built as extensions of the Task table and cannot be an extension of an IT Service Automation Application table structure. Customers are prohibited from copying and re-labeling any of the tables associated with the IT Service Automation Suite of applications. Custom applications may not be built for a process covered in one or more of the IT Service Automation Applications.

ORDERING – USAGE AMOUNT

USER TYPE DEFINITIONS

"**User**" is any employee or contractor given access to the subscription service by Customer. Each User must be assigned a unique username and password that may not be shared or transferred. Employees and contractors that have a user profile in the subscription service which is not designated as "active" may not be given access to the subscription service.

"**Requester**" is any User checked as "active" on his or her user profile in the subscription service other than a Fulfiller or Approver. A Requester creates, edits, and views his or her own requests. A Requester may perform only the functions defined in the table below for Requester.

"**Fulfiller**" is any User given a role in the subscription service by Customer other than the Approver role. A Fulfiller has full administrative, developer, and use rights. A Fulfiller may only perform the functions set forth in the table below for Fulfiller. Customer is required to complete the Department table for each Fulfiller, and to identify each Department as IT (Yes/No).

"**Approver**" is any User given the ServiceNow provided "Approver" role in the subscription service by Customer and no other role. An Approver approves or denies a record routed to him or her. An Approver may only perform the functions set forth in the table below for Approver.

	USER TYPES		
FUNCTION	**REQUESTER**	**APPROVER**	**FULFILLER**
USER ROLE(S) DEFINED IN SERVICE	None	"Approver" role only	Any role other than "Approver"
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
Approve requests by email that are routed to User	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
Approve requests routed to User	-	Included	Included
Create any record	-	-	Included
Delete any record	-	-	Included
Modify any record	-	-	Included

	-	-	Included
View any report	-	-	Included
Create any report	-	-	Included
Delete any report	-	-	Included
Modify any report	-	-	Included
Perform development activities	-	-	Included
Perform administrative activities	-	-	Included

IT Service Automation Suite – Purchasing Usage

Customer purchases its required capacity of the following:

"**IT Service Automation Suite – Fulfiller User**": Fulfillers in the subscription service.

"**IT Service Automation Suite – Requester User**": Each Requester in the subscription service is charged a fee for each IT Service Automation Suite – Fulfiller User.

"**Approver User**": Each Approver is charged unless already charged for the CreateNow Development Suite.

Each Fulfiller, Requester and Approver has the Fulfiller, Requester and Approver user type, respectively, in all IT Service Automation Applications, ITSA-Based Custom Applications (if any) and Custom Applications (if any) included in Customer's ordered edition of the IT Service Automation Suite.

CreateNow Development Suite – Purchasing Usage

Customer purchases its required capacity of the following:

"**CreateNow Development Suite (Single Application) – Fulfiller User**": Each CreateNow Development Suite (Single Application) – Fulfiller User has the Fulfiller user type for one (1) Custom Application that may be made available to Requesters.

"**CreateNow Development Suite (Unlimited Applications) – Fulfiller User**": Each CreateNow Development Suite (Unlimited Applications) – Fulfiller User has the Fulfiller user type for an unlimited number of Custom Applications that may be made available to Requesters.

"**CreateNow Development Suite (Single Application No Requesters) – Fulfiller User**": Each CreateNow Development Suite (Single Application No Requesters) – Fulfiller User has the Fulfiller user type for one (1) Custom Application that cannot be made available to Requesters.

"**CreateNow Development Suite (Unlimited Applications No Requesters) – Fulfiller User**": Each CreateNow Development Suite (Unlimited Applications No Requesters) – Fulfiller User has the Fulfiller user type for an unlimited number of Custom Applications that cannot be made available to Requesters.

"**CreateNow Development Suite – Requester User**": Each Requester in the subscription service is charged a fee for each CreateNow Development Suite (Single Application) – Fulfiller User and each CreateNow Development Suite (Unlimited Applications) – Fulfiller User. Each Requester has the Requester user type in all Custom Applications.

"**Approver User**": Each Approver is charged unless already charged for the IT Service Automation Suite. Each Approver has the Approver user type in all Custom Applications.

Note: Customer must be on the subscription service release family "Calgary" or later, and must list all Custom Applications on the "Sys_App" table. Each Fulfiller of a Custom Application must have a role that is not associated with an IT Service Automation Suite role, and any Fulfiller with use of unlimited applications must have the word "Unlimited" in his or her role in each Custom Application. Each application for a new process (such as processes for requesting goods or services, scheduling resources or planning events), that may or may not have automation or workflow associated with them, is a separate Custom Application that must be listed uniquely on the "Sys_App" table.

HR Service Automation – Purchasing Usage

Customer purchases its required capacity of the following:

"**HR Service Automation – Fulfiller User**": Each HR Service Automation – Fulfiller User has the Fulfiller user type for HR Service Automation.

"**HR Service Automation – Requester User**": Each HR Service Automation - Requester User has the Requester user type for HR Service Automation.

Performance Analytics Application – Purchasing Usage

Customer purchases its required capacity of the following:

"**Performance Analytics – Fulfiller User**": Each Performance Analytics – Fulfiller User has the right to use Performance Analytics with any IT Service Automation Application, ITSA-Based Custom Application or Custom Application for which he or she has the Fulfiller user type.

Requesters and Approvers have no use rights in Performance Analytics.

Discovery Application – Purchasing Usage

Customer purchases its required capacity of the following:

"**Discovery Application – Devices**": A Discovery Application Device is any physical or virtual device that is: (i) discovered by the Discovery Application; and (ii) assigned as a configuration item by the Configuration Management (CMDB) Application.

Orchestration Core – Purchasing Usage

Customer purchases **Orchestration Core** which includes the following:

Orchestration Core and one (1) **Orchestration Activity Pack - 10-Pack Custom**.

Orchestration Cloud Provisioning Suite – Purchasing Usage

Customer purchases **Orchestration Cloud Provisioning Suite** which includes the following:

Orchestration Core; **Orchestration Cloud Provisioning Application**; Customer's choice of either **Orchestration Activity Pack - Amazon EC2** or **Orchestration Activity Pack - VMware vSphere**; and twenty (20) **Orchestration Cloud Provisioning Catalog Items - 10-Packs**.

Orchestration Cloud Provisioning Application – Purchasing Usage

Customer purchases **Orchestration Cloud Provisioning Application** which includes the following:

Orchestration Cloud Provisioning Application; Customer's choice of either **Orchestration Activity Pack - Amazon EC2** or **Orchestration Activity Pack - VMware vSphere**; and one (1) **Orchestration Cloud Provisioning Catalog Items – 10-Pack**.

Note: Requires Orchestration Core.

Orchestration Configuration Automation Application – Purchasing Usage

Customer purchases its required capacity of the following:

"**Orchestration Configuration Automation Application – Device**": Each Orchestration Configuration Automation Application Device is any physical or virtual device that is managed by Orchestration Configuration Automation Application.

Note: Requires Orchestration Core.

Orchestration Password Reset Application – Purchasing Usage

Customer purchases its required capacity of the following:

"**Orchestration Password Reset Application - Credential**": Each Orchestration Password Reset Application – Credential is a unique combination of a user identifier and a password stored in a credential store <u>outside</u> Customer's instance of the subscription service for access to one (1) application, system or service.

Note: Requires Orchestration Core.

Orchestration Add-Ons – Purchasing Usage

Customer purchases its required capacity of the following add-ons:

"**Orchestration Activity Pack - 10-Pack Custom**": Authorizes ten (10) Custom Orchestration Activities.

"**Orchestration Activity Pack - 200-Pack Custom**": Authorizes two-hundred (200) Custom Orchestration Activities.

"**Orchestration Activity Pack - VMware vSphere**": Authorizes VMware vSphere Orchestration Activity.

"**Orchestration Activity Pack - Amazon EC2**": Authorizes Amazon EC2 Orchestration Activity.

"**Orchestration Cloud Provisioning - Catalog Items – 10-Pack**": Authorizes ten (10) Orchestration Catalog Items.

Note: Orchestration Add-Ons require Orchestration Core and Orchestration Cloud Provisioning Application, as applicable.

Public Catalog – Purchasing Usage

Customer purchases its required capacity of user types for the IT Service Automation Suite or the CreateNow Development Suite, as applicable, for Public Catalog use.

In addition, Customer purchases its required capacity of the following:

"**Public Catalog – Request**": A Public Catalog Request is a Service Catalog item initiated by Request Management or a Custom Application to facilitate approval or fulfillment of requests for goods and services made by a Public Catalog Requester. A "**Public Catalog Requester**" means any person that acts as a Requester for the Public Catalog that is not an employee or contractor of Customer.

Customer must not exceed the number of purchased Public Catalog – Requests at any time during an annual subscription term. Any purchased Public Catalog – Request is valid for and must be used within the annual subscription term and all purchased and unused requests shall expire at the end of the annual subscription term with no further credit or refund and shall have no value thereafter.

Notify – Purchasing Usage

Customer purchases its required capacity of one of the following:

"**Notify – Fulfiller User**": Each Notify – Fulfiller User has the right to use Notify with any IT Service Automation Application, ITSA-Based Custom Application, Custom Application or HR Service Automation for which he or she has the Fulfiller user type.

"**Notify – User**": Each Notify – User has the right to use Notify with any IT Service Automation Application, ITSA-Based Custom Application, Custom Application or HR Service Automation for which he or she has a Fulfiller, Approver or Requester user type.

Note: Customer is required to separately purchase any third party service required to work with Notify. More information on third party integrations to Notify supported by ServiceNow can be found on the ServiceNow Wiki.

PRODUCT DEFINITIONS	
IT SERVICE AUTOMATION APPLICATIONS	
Incident Management	Enables Customer to restore normal IT operations by providing capabilities to record, classify, distribute, and manage incidents through to resolution.
Problem Management	Facilitates the process of identifying the root causes of errors in the IT infrastructure by providing capabilities to record, escalate, and manage problems through to resolution.
Change Management	Allows repeatable methods and procedures to be used for introducing change into the IT infrastructure by providing capabilities for creating, assessing, approving, and executing changes.
Release Management	Facilitates the planning, design, build, configuration, testing, and release of hardware and software into the IT infrastructure.
Request Management	Provides capabilities to approve and fulfill requests for IT goods and services defined and presented in the service catalog.
Configuration Management (CMDB)	Provides capabilities to identify, record, and report on IT configuration items and their relationships.
Asset Management	Provides capabilities to track and manage the physical, contractual, and financial aspects of IT assets.
Project Portfolio Management	Provides capabilities to plan, organize, and manage IT projects and project portfolios including associated tasks and resources.
Software Development Lifecycle (SDLC)	Provides capabilities to manage the software development process in IT projects including enhancement requests, defect prioritization, definition of release content, and tasks.
IT Governance, Risk and Compliance (IT GRC)	Provides capabilities to document IT policies and procedures, define and assess risks and controls, audit and test controls, and track remediation tasks.

IT Cost Management	Provides capabilities to track one-time and recurring costs of configuration items used by IT, and allocate those costs to business units using allocation rules.
Work Management	Provides capabilities to create work order records for the repair and service of IT equipment. Includes capabilities to qualify, dispatch, and issue work tasks based on location and skill.
Vendor Performance	Enables Customer to manage, evaluate and compare IT vendors based on predefined criteria.
Resource Management	Provides a view of IT projects and the availability, allocation, and capacity of assigned IT resources.
HR SERVICE AUTOMATION	
HR Service Automation	Provides capabilities to manage the service delivery of a human resource department by offering a self-service catalog, assignment of requests based on fulfillment rules and reporting.
PRODUCT OPTIONS	
Performance Analytics	Provides advanced analytics and time series analysis for key performance indicators (KPIs).
Discovery	Locates Devices connected to an enterprise network. When Discovery locates a Device, it explores its configuration, status, software, and relationships to other connected Devices, and updates the Configuration Management Database (CMDB).
Orchestration Core	Enables orchestration of activities outside Customer's instance of the subscription service. Orchestration Core includes the following Orchestration Activities: Active Directory; PowerShell; SSH; and Puppet.
Orchestration Activity – Amazon EC2	A discrete Amazon EC2 task or activity provided by ServiceNow for use with Orchestration Core.
Orchestration Activity – VMware vSphere	A discrete VMware vSphere task or activity provided by ServiceNow for use with Orchestration Core.
Orchestration Activity - Custom	A discrete custom task or activity provided by Customer for use with Orchestration Core.
Orchestration Cloud Provisioning Application	Provides the capability to automate the lifecycle of public and private Orchestration Cloud Provisioning Catalog Items.
Orchestration Password Reset Application	Provides the capability to reset User's passwords that are stored and pre-authenticated in a credential store <u>outside</u> Customer's instance of the subscription service such as Active Directory and other supported credential stores.
Orchestration Configuration Automation Application	Provides the capability to manage the configuration settings of a physical or virtual device.
Orchestration Cloud Provisioning – Catalog Items	An item such as a VM Template or Amazon Machine Image that is placed in the Service Catalog and made available for provisioning by the Orchestration Cloud Provisioning Application.
Public Catalog	Service Catalog use in which requests are fulfilled using Request Management or a Custom Application where the persons performing the End User user type are not Customer's employees or contractors.
Notify	Provides the capability to initiate notification from Customer's instance of the subscription service to a supported third party platform for SMS, voice and other communications protocols. Note: Customer is required to separately purchase any third party service required to work with Notify.
SERVICE AUTOMATION PLATFORM FEATURES	
App Creator	A customization and configuration tool.
Business service maps	Graphically displays the configuration items related to a business service, and indicates the status of those configuration items.
Chat	Provides real-time communication capability via instant messaging between users.
Coaching loops	Provides the capability to monitor and provide feedback on a specific behavior of an individual or group.
Content management system	Provides the ability to create custom interfaces.
Custom application templates	Include tables, modules and other building blocks to assist Customer in creating custom applications that automate processes for sales force automation and facilities management.
Graphical workflow	Provides the capability to automate multi-step processes <u>within</u> Customer's instance of the subscription service. Each workflow can manage a sequence of activities, such as creating records or running scripts, and the condition-based transitions between them. Customer is required to purchase Orchestration Core to orchestrate activities using the graphical workflow that interact <u>outside</u> Customer's instance of the subscription service.
Knowledge management	Provides role-based tools to create, store, and publish information. Provides mechanisms for version control and approvals of documents in the review process.
Live feed	Provides a place to post and share content.
Mobile	Provides a customizable ServiceNow interface for mobile devices.
Reporting	Provides the capability to create and share reports and dashboards.
Service Catalog	Displays a listing of the goods and services that Customer provides <u>within</u> the enterprise to its employees and contractors.

Service level management	Establishes and monitors status of service contracts and service level agreements between the organization and its customers or third party service providers.
Skills management	Assigns configured competencies to groups or users.
Survey management	Allows for polling and collection of data including configuration for specific events and/or conditions.
Time cards	Records time worked on tasks either manually or automatically.
Password reset	Provides the capability to reset User's passwords that are stored and pre-authenticated in the credential store <u>within</u> Customer's instance of the subscription service.
Team Development	Allows developers to work in parallel on the same feature or release by providing the capabilities to share code and resolve collisions between ServiceNow development instances.

ENABLING REQUIREMENTS AND RESTRICTIONS

Customer shall restrict its use of the subscription service as specified in the order form and this product overview, including without limitation to its ordered product types and usage amounts.

Use of the subscription service to automate a process supported within an IT Service Automation Application requires purchase of an IT Service Automation Suite which includes that application. Customer shall not access the subscription service to develop or use a competing product or service.

Support is not included for Customer or third-party provided ITSA Application Configurations, ITSA-Based Custom Applications, Custom Applications or Custom Orchestration Activities, and any service level agreement of ServiceNow does not apply to any unavailability or degradation of performance of the subscription service caused by Customer or third-party provided ITSA Application Configurations, ITSA-Based Custom Applications, Custom Applications or Custom Orchestration Activities.

Custom Application templates and other development materials are provided by ServiceNow without warranty and support.

Customer must separately purchase any third party application that it uses with the subscription service. Support is not included for third party applications.

In its sole discretion, ServiceNow may add additional functionality as enhancements to the subscription service at no additional fee, or as one or more separate applications for an additional fee.

ACKNOWLEDGED AND AGREED:

Customer: County of San Mateo

Signature:	
Name:	Dave Pine
Title:	President, Board of Supervisors
Date:	

DocuSigned by:
ServiceNow, Inc.

Chin Kim

Signature:	ED43EE992E264E8...
Name:	Chin Kim
Title:	Senior Director, Orders to Cash
Date:	7/28/2014

Appendix A – Change Order Form

CompuCom.
The Leading IT Outsourcing Specialist

Change Order Form

This Change Order Form ("CO") is entered into as of <insert date> (the "Effective Date"), and when fully executed by both parties become incorporated by reference into the Statement of Work for Service Now IT Automation Suite Implementation, dated _____ ("SOW"), by and between CompuCom Systems, Inc. ("CompuCom") and County of San Mateo ("Client").

CO Start Date: _____   CO End Date: _____

Account Exec. Contact: _____   Solution Dir. Contact: _____

CompuCom Internal   Client SOW Number
SOW Number: DA _____   (if applicable): _____

Client Contact: _____

Detailed description and reason for the proposed change:

1.

2.   All other terms and conditions of the original SOW, as modified and amended, remain in full force and effect.

This Change Order Form shall be considered fully executed and binding when authorized representatives of both parties have signed and dated below.

County of San Mateo	**CompuCom Systems, Inc.**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Appendix B –Authority Matrix (RACI) Engagement Services

Project Documents and Artifacts:

Activity Description	Client	CompuCom	ServiceNow
Assess phase documents			
Project definition	A,R	I	C
Functional Requirements document	A,R	I	C
Gap Analysis Report	A,R	I	C
Gap Analysis Action Plan	A,R	I	C
IT discovery Questionnaire	A,R	I	C
Roles and Responsibilities	A,R	I	C
Standards Questionnaire	A,R	I	C
SWOT Gap Analysis Matrix	A,R	I	C
Plan phase Documents			
Project Charter	C	A,R	I
Project Budget	A,R	C	I
Work Breakdown Structure (WBS)	C	A,R	I
Activity Management Plan (Project Plan)	C	A,R	I
Staffing Plan	C	A,R	I
Quality Management Plan	C	A,R	I
Roles and Responsibilities Matrix	C	A,R	I
Scope Management Plan	C	A,R	I
Design\Build phase Documents			
Create Requirements, Use Cases, Process Flows, Escalations, Technical Designs	A,R	I	C
Design guide (Core, Incident…)	A,R	C	I
Standard Operating Procedures	A,R	C	I
Systems Administration Guide	A,R	C	I
Test phase Documents			
Test Plan (use cases, acceptance criteria, method for defect tracking)	A,R	C	I
Design Guide (from Design\build phase)	A,R	C	I
Implement Phase Documents			
Training Plan	A,R	C	I
Release Plan	A,R	C	I
Communications Plan	A,R	C	I
Change Request (in support of release)	A,R	C	I
Early Life Support Plan	A,R	C	I
Ongoing Support Plan	A,R	C	I
Project Management Office PMO			
Deliverable acceptance form	A,R	C	I
Meeting Agendas	A,R	C	I
Meeting Minutes	A,R	C	I
Weekly Status Agenda	A,R	C	I
Weekly Status Report	A,R	R,C	I
Staffing Request Form	A,R	C	I
Project Change Request PCR	A,R	R,C	I
Project Transition Form	A,R	R,C	I
Project Acceptance Form	A,R	R,C	I
Project Closure Form	A,R	R,C	I

1. Phase 1 – Assess

Activity Description	Client	CompuCom	ServiceNow
Project Kickoff (web session / conference call)			
General Project Expectations	A,C	R	I
Deployment Best Practices	A,C	R	I
Review SOW	A,C	R	I
Schedule a review of required Client documentation (Use Cases, Process Flows, Escalations)	A,C	R	I
Schedule a review of technology (Data / Schema)	A,C	R	I
Introduction to Development Management System	A,C	R	I
Basic Project Plan	A,C	R	I
Next Steps	A,C	R	I
Project Discovery – Documentation			
Assessment Documentation (*see documentation list*)	A,R	C	I
Plan Documentation (*see documentation list*)	A,R	C	I
Design Documentation (*see documentation list*)	A,R	C	I
Project Discovery – Technology			
Use of New / Fresh Instance Required	A,R	C	I
"Determine Instance Names – Dev, Test, Prod"	A,R	C	I
LDAP Integration Strategy	A,R	C	I
Data Sources for Core Data	A,R	C	I
Incident Open / History Cutover Strategy	A,R	C	I
Define and Diagram request fulfillment items and workflows (30)	A,R	A,R	I
Define and Diagram ServiceNow Reports (15)	A,R	A,R	I
Define and Diagram Onboarding catalog item and workflow			
Conference Room Pilot (w/ key users)	A,C	R	I
Update Phase 1 Project Documentation	A,C	R	I
Development Management System			
Configure / Provision Work Management System	C	A,R	I
Configure / Provision Release Management System	C	A,R	I
Configure / Provision Feature Management System	C	A,R	I
Configure / Provision Request Management System	C	A,R	I
Configure / Provision Defect Management System	C	A,R	I

Phase 2 – Plan

Activity Description	Client	CompuCom	ServiceNow
Project Charter	A	A,R	C,I
Scope Management Plan	A	A,R	C,I
Work Breakdown Structure (WBS)	A	A,R	C,I
Activity Management Plan (Project Schedule)	A	A,R	C,I
Project Budget	A	A,R	C,I
Quality Management Plan	A	A,R	C,I
Roles and Responsibilities Matrix	A,	A,R	C,I

Staffing Plan	A	A,R	C,I
Core / Foundation Systems Administration Staffing			
System Administrator	A,R	C	I
System Administrator / Lead	A,R	C	I
Incident Management Operations Staffing			
Incident Coordinator / Agent	A,R	C	I
Incident Manager / Lead	A,R	C	I
Major Incident Coordinator	A,R	C	I
Problem Management Operations Staffing			
Problem Coordinator / Agent	A,R	C	I
Problem Manager / Lead	A,R	C	I
Knowledge Management Operations Staffing			
Knowledge Management / Lead	A,R	C	I
Knowledge Manager / Lead	A,R	C	I
Change Management Operations Staffing			
Change Coordinator / Agent	A,R	C	I
Change Manager / Lead	A,R	C	I
Configuration and Asset Management Operations Staffing			
Configuration Coordinator / Agent	A,R	C	I
Configuration Manager / Lead	A,R	C	I
Request Fulfillment Management Operations Staffing			
Fulfillment Coordinator / Agent	A,R	C	I
Fulfillment Manager / Lead	A,R	C	I

2. Phase 3 – Design and Build

Activity Description	Client	CompuCom	ServiceNow
Core Platform Configuration and Foundation Set-up			
Production Infrastructure Deployment and Testing			
Sandbox Instance Deployment and Installation (optional)	A,I	C	R
Development Instance Deployment and Installation	A,I	C	R
Testing Instance Deployment and Installation	A,I	C	R
Production Instance Deployment and Installation	A,I	C	R
Core System Setup			
Re-set Admin/ITIL Password(s)	A,C	R	I
Create Elevated Rights Accounts	A,C	R	I
Create System User / Integration Accounts	A,C	R	I
Remove Demo Data / Users	A,C	R	I
Enable / Disable Licensed Applications	A,C	R	I
Enable Required Plug-ins			
Activity formatter (Optional / Recommended)	A,C	R	I
Approvals with e-Signature (Optional / Recommended)	A,C	R	I
Client Transaction Timings (Optional / Recommended)	A,C	R	I
Group On Call Rotation (Optional)	A,C	R	I
JavaScript Debugger (Optional / Recommended)	A,C	R	I
Report Engine (Optional / Recommended)	A,C	R	I
Required Form Fields (Optional / Recommended)	A,C	R	I
Self Service Password Reset (Optional / Recommended w/o LDAP)	A,C	R	I
Subscription Based Notifications (Optional / Recommended)	A,C	R	I
System Web Services (Optional)	A,C	R	I
Social Chat	A,C	R	I
Configure Base Properties			

Activity Description	Client	CompuCom	ServiceNow
Configure My Company / Logo / Scheme	*A,C*	*R*	*I*
Configure Welcome Page	*A,C*	*R*	*I*
Configure Calendar and Time zone	*A,C*	*R*	*I*
Configure System Properties	*A,C*	*R*	*I*
Configure UI Properties	*A,C*	*R*	*I*
Configure CSS Properties	*A,C*	*R*	*I*
Configure Email Properties / Inbound Email Traffic (POP3)	*A,C*	*R*	*I*
Configure Approval Engines Properties	*A,C*	*R*	*I*
Configure Homepage Properties	*A,C*	*R*	*I*
Configure System Localization Properties	*A,C*	*R*	*I*
Configure Global Text Search Properties	*A,C*	*R*	*I*
Configure System Diagnostics Properties	*A,C*	*R*	*I*
Configure Google Maps Properties	*A,C*	*R*	*I*
Configure Base Security			
Security Model and Best Practices	*A,C*	*R*	*I*
Create / Load / Configure Roles	*A,C*	*R*	*I*
Configure Group Roles and Group Membership	*A,C*	*R*	*I*
Configure Web Services Properties	*A,C*	*R*	*I*
Configure Security Properties	*A,C*	*R*	*I*
Configure Single Sign-on Properties (optional)	*A,C*	*R*	*I*
Configure LDAP			
Secure and Send Instance IP Address To Customer	*A,I*	*R*	*C*
Modify Firewall to Accept Traffic	*A,R*	*I*	*C*
Configure LDAP Properties	*A,C*	*R*	*I*
Create / Modify LDAP Import Maps	*A,C*	*R*	*I*
Test LDAP Connectivity	*A,C*	*R*	*I*
Configure Single Sign-on (SSO) Okta	*A,C*	*R*	*I*
Identify / Prepare / Validate Core Data Sources (not LDAP /addition to LDAP)			
Identify / Prepare / Validate Locations Data Source	*A,R*	*C*	*I*
Identify / Prepare / Validate Buildings Data Source	*A,R*	*C*	*I*
Identify / Prepare / Validate Departments Data Source	*A,R*	*C*	*I*
Identify / Prepare / Validate Groups Data Source	*A,R*	*C*	*I*
Identify / Prepare / Validate Delegates Data Source (uncommon)	*A,R*	*C*	*I*
Identify / Prepare / Validate Cost Centers Data Source	*A,R*	*C*	*I*
Identify / Prepare / Validate Users Data Source	*A,R*	*C*	*I*
Create / Load / Configure Base Data (not LDAP / Addition to LDAP)			
Create / Load / Configure Locations - one time	*A,C*	*R*	*I*
Create / Load / Configure Buildings - one time	*A,C*	*R*	*I*
Create / Load / Configure Departments - one time	*A,C*	*R*	*I*
Create / Load / Configure Groups - one time	*A,C*	*R*	*I*
Create / Load / Configure Delegates (uncommon) - one time	*A,C*	*R*	*I*
Create / Load / Configure Cost Centers - one time	*A,C*	*R*	*I*
Create / Load / Configure Users - one time	*A,C*	*R*	*I*
Foundation Interfaces (not LDAP / addition to LDAP)			
Develop / Tune / Schedule Locations Interface	*A,C*	*R*	*I*
Develop / Tune / Schedule Buildings Interface	*A,C*	*R*	*I*
Develop / Tune / Schedule Departments Interface	*A,C*	*R*	*I*
Develop / Tune / Schedule Groups Interface	*A,C*	*R*	*I*
Develop / Tune / Schedule Delegates Interface (uncommon)	*A,C*	*R*	*I*

Activity Description	Client	CompuCom	ServiceNow
Develop / Tune / Schedule Cost Centers Interface	*A,C*	*R*	*I*
Develop / Tune / Schedule Users Interface	*A,C*	*R*	*I*
Activity Description	*Client*	*CompuCom*	*Service-now.com*
Application - Deploy Problem Management			
Conduct Build / KPI Workshop	*A,C*	*R*	*I*
Define / Create / Load Problem Prioritization Selections	*A,C*	*R*	*I*
Define / Create / Configure Workflow and Validation of Workarounds	*A,C*	*R*	*I*
Define / Create / Load Known Errors	*A,C*	*R*	*I*
Define / Create / Configure Additional Problem / Task Fields	*A,C*	*R*	*I*
Define / Create / Configure Mandatory Fields / UI Policies	*A,C*	*R*	*I*
Define / Create / Configure Business Rules and Client Side Scripts	*A,C*	*R*	*I*
Configure Default Form / View	*A,C*	*R*	*I*
Configure List Form / View	*A,C*	*R*	*I*
Define / Create / Configure SLA and Workflow	*A,C*	*R*	*I*
Define / Create / Configure Email Notifications	*A,C*	*R*	*I*
Define / Create / Configure Filters / Modules	*A,C*	*R*	*I*
Define / Create / Configure Assignment Rules	*A,C*	*R*	*I*
Define / Create / Configure Roles and Access Controls (security)	*A,C*	*R*	*I*
Define / Create / Configure Reports	*A,C*	*R*	*I*
Define / Create / Configure Dashboards and Homepages	*A,C*	*R*	*I*
Configure the Relationship to Other Applications (e.g. Problem to Change)	*A,C*	*R*	*I*
Configure the Relationship to Other Applications (e.g. Cascade Incident Resolution)	*A,C*	*R*	*I*
Conduct Operational Readiness Test (based on pre-defined use cases)	*A,C*	*R*	*I*
Problem Management Accelerators			
Best Practice - Incident Resolution Workflow (Optional / Recommended)	*A,C*	*R*	*I*
Problem Management Plug-ins			
Create Knowledge from Problem (Optional / Recommended)	*A,C*	*R*	*I*
Knowledge Management w/ KCS (Optional / Recommended w/ Knowledge Application)	*A,C*	*R*	*I*

Activity Description	Client	CompuCom	ServiceNow
Application - Deploy Service Desk / Incident Management			
Conduct Build / KPI Workshop	*A,C*	*R*	*I*
Define / Create / Load Category / Subcategory Selections	*A,C*	*R*	*I*
Define / Create / Load Incident Prioritization Selections	*A,C*	*R*	*I*
Define / Create / Configure Additional Incident / Task Fields	*A,C*	*R*	*I*
Define / Create / Configure Mandatory Fields / UI Policies	*A,C*	*R*	*I*
Define / Create / Configure Business Rules and Client Side Scripts	*A,C*	*R*	*I*
Configure Default Form / View	*A,C*	*R*	*I*
Configure List Form / View	*A,C*	*R*	*I*
Define / Create / Configure SLA and Workflow	*A,C*	*R*	*I*
Define / Create / Configure Email Notifications	*A,C*	*R*	*I*
Define / Create / Configure Inbound Email Rules	*A,C*	*R*	*I*
Define / Create / Configure Filters / Modules	*A,C*	*R*	*I*
Define / Create / Configure Assignment Rules	*A,C*	*R*	*I*

Activity Description	Client	CompuCom	ServiceNow
Define / Create / Configure Roles and Access Controls (security)	A,C	R	I
Define / Create / Configure Dashboards and Homepages	A,C	R	I
Configure the Relationship to Other Applications (e.g. Incident to Problem)	A,C	R	I
Conduct Operational Readiness Test (based on pre-defined use cases)	A,C	R	I
Incident Management Accelerators			
Best Practice - Incident Resolution Workflow (Optional / Recommended)	A,C	R	I
Incident Management Interfaces			
Define / Develop / Tune / Schedule Event Handling Interface (Optional)	A,R	C	I
Define / Develop / Tune / Schedule External Ticket Interface (Optional)	A,R	C	I
Define / Develop / Tune / Schedule Data Warehouse Interface (Optional)	A,R	C	I

Activity Description	Client	CompuCom	ServiceNow
Application - Deploy Employee Self Service (ESS)			
Conduct Build / KPI Workshop	A,C	R	I
Define / Create / Configure Additional ESS Related Incident / Task Fields	A,C	R	I
Define / Create / Configure Mandatory ESS Related Fields / UI Policies	A,C	R	I
Define / Create / Configure ESS Related Business Rules and Client Side Scripts	A,C	R	I
Configure ESS Form / View	A,C	R	I
Define / Create / Configure ESS Related Dashboards and Homepages	A,C	R	I
Define / Create / Configure ESS Related Email Notifications	A,C	R	I
Define / Create / Configure ESS Related Filters / Modules	A,C	R	I
Define / Create / Configure Content design (Forms, Pages, Layout)			

Activity Description	Client	CompuCom	ServiceNow
Application - Deploy Event Management			
Conduct Build / Event Management Workshop	A,C	R	I
Setup Source Data From Event Based System	A,C	R	I
Setup and define transform maps for integration	A,C	R,	I
Define / Create / Configure Additional Event Management Related Incident / Task Fields	A,C	R	I
Define / Create / Configure Mandatory Event Management Fields / UI Policies	A,C	R	I
Define / Create / Configure Event Management Business Rules and Client Side Scripts	A,C	R	I
Define/ Create/ Configure Event Based Alerts	A,C	R	I
Define / Create / Configure Incident Creation based on events	A,C	R	I
Define / Create / Configure ESS Related Email Notifications	A,C	R	I
Define / Create / Configure ESS Related Filters / Modules	A,C	R	I

Activity Description	Client	CompuCom	ServiceNow
Application - Deploy Service Portfolio			
Conduct Build / Service Portfolio Workshop	A,C	R	I
Activate Service Portfolio Plugin	I	R	I

Activity Description	Client	CompuCom	ServiceNow
Define / Create / Configure Additional Service Portfolio Related Incident / Task Fields	*A,C*	*R*	*I*
Define / Create / Configure Mandatory Service Portfolio Related Fields / UI Policies	*A,C*	*R*	*I*
Define / Create / Configure Service Portfolio Related Business Rules and Client Side Scripts	*A,C*	*R*	*I*
Configure Service Portfolio Form / View	*A,C*	*R*	*I*
Define / Create / Configure Service Portfolio Dashboards and Homepages	*A,C*	*R*	*I*

Activity Description	Client	CompuCom	Service-now.com
Application – Service Catalog/Request			
Conduct Build / KPI Workshop (Service Catalog)	*A,C*	*R*	*I*
Review / Define / Load Service Catalog Categories	*A,C*	*R*	*I*
Review / Define / Load Service Catalog Items (including record producers)	*A,C*	*R*	*I*
Review / Define / Load Service Catalog Order Guides	*A,C*	*R*	*I*
Review / Define / Load Service Catalog Workflows (or Execution Plans)	*A,C*	*R*	*I*
Define / Create / Configure Additional Tables / Fields (Service Catalog tables only)	*A,C*	*R*	*I*
Define / Create / Configure Mandatory Fields / UI Policies (Service Catalog tables only)	*A,C*	*R*	*I*
Define / Create / Configure Business Rules and Client Side Scripts (Service Catalog tables only)	*A,C*	*R*	*I*
Configure List Form / View (Service Catalog tables only)	*A,C*	*R*	*I*
Define / Create / Configure Filters / Modules	*A,C*	*R*	*I*
Define / Create / Configure Roles and Access Controls (security)	*A,C*	*R*	*I*
Define / Create / Configure Reports	*A,C*	*R*	*I*
Define / Create / Configure Dashboards and Homepages	*A,C*	*R*	*I*
Conduct Operational Readiness Test (based on pre-defined use cases)	*A,C*	*R*	*I*

Activity Description	Client	CompuCom	ServiceNow
Application - Deploy Configuration / Asset Management			
Conduct Build / KPI Workshop (Configuration Management "Lite")	*A,C*	*R*	*I*
Review / Define / Switch Default Service Level Management Calendar / Time zone Properties	*A,C*	*R*	*I*
Define / Create / Load Business Services	*A,C*	*R*	*I*
Define / Create / Load Business Processes	*A,C*	*R*	*I*
Define / Create / Load IT Services	*A,C*	*R*	*I*
Define / Create / Load IT Processes	*A,C*	*R*	*I*
Define / Create / Load IT Applications	*A,C*	*R*	*I*
Define / Create / Load Business Criticality Selections	*A,C*	*R*	*I*
Define / Create / Load Business Confidentiality (new) Selections	*A,C*	*R*	*I*
Define / Create / Load Used For Selections	*A,C*	*R*	*I*
Define / Create / Load Status Selections	*A,C*	*R*	*I*
Define / Create / Load Operational Status Selections	*A,C*	*R*	*I*
Define / Create / Load Category Selections	*A,C*	*R*	*I*
Define / Create / Load Subcategory Selections	*A,C*	*R*	*I*
Define / Create / Load Cost Currency Selections	*A,C*	*R*	*I*
Define / Create / Load Justification Selections	*A,C*	*R*	*I*

Activity Description	Client	CompuCom	ServiceNow
Define / Create / Load Maintenance Schedules (requires plug-in)	*A,C*	*R*	*I*
Define / Create / Configure Mandatory Fields / UI Policies (in scope classes only)	*A,C*	*R*	*I*
Define / Create / Configure Business Rules and Client Side Scripts (in scope classes only)	*A,C*	*R*	*I*
Configure List Form / View (in scope classes only)	*A,C*	*R*	*I*
Define / Create / Configure Filters / Modules	*A,C*	*R*	*I*
Define / Create / Configure Roles and Access Controls (security)	*A,C*	*R*	*I*
Define / Create / Configure Dashboards and Homepages	*A,C*	*R*	*I*
Configure the Relationship to Other Applications (e.g. All Tasks)	*A,C*	*R*	*I*
Configure the Relationship to Other Configuration Items (in scope classes only)	*A,C*	*R*	*I*
Conduct Operational Readiness Test (based on pre-defined use cases)	*A,C*	*R*	*I*
Setup Integration of CMDB sources (CI Data)	*A,C*	*R*	*I*

Activity Description	Client	CompuCom	Service-now.com
Application - Deploy Change Management			
Conduct Build / KPI Workshop	*A,R*	*C*	*I*
Define / Create / Load Categorization Selections	*A,R*	*C*	*I*
Define / Create / Load Change Prioritization Selections	*A,R*	*C*	*I*
Define / Create / Configure Additional Change / Task Fields	*A,R*	*C*	*I*
Define / Create / Configure Mandatory Fields / UI Policies	*A,R*	*C*	*I*
Define / Create / Configure Business Rules and Client Side Scripts	*A,R*	*C*	*I*
Configure Default Form / Routine Change View	*A,R*	*C*	*I*
Configure Default Form / Emergency Change View	*A,R*	*C*	*I*
Configure Default Form / Comprehensive Change View	*A,R*	*C*	*I*
Configure Default Form / Change Plan, Test Plan, Back out Plan	*A,R*	*C*	*I*
Configure List Form / View	*A,R*	*C*	*I*
Define / Create / Configure SLA and Workflow	*A,R*	*C*	*I*
Configure Tasking Workflow - Routine Change (4 tasks)	*A,R*	*C*	*I*
Configure Tasking Workflow - Emergency Change (4 tasks)	*A,R*	*C*	*I*
Configure Tasking Workflow - Comprehensive Change (4 tasks)	*A,R*	*C*	*I*
Configure Approval Workflow - Standard Change (2 steps)	*A,R*	*C*	*I*
Configure Approval Workflow - Emergency Change (2 steps)	*A,R*	*C*	*I*
Define / Create / Configure Email Notifications	*A,R*	*C*	*I*
Define / Create / Configure Inbound Email Rules (Optional)	*A,R*	*C*	*I*
Define / Create / Configure Filters / Modules	*A,R*	*C*	*I*
Define / Create / Configure Assignment Rules	*A,R*	*C*	*I*
Define / Create / Configure Roles and Access Controls (security)	*A,R*	*C*	*I*
Define / Create / Configure Dashboards and Homepages	*A,R*	*C*	*I*
Configure the Relationship to Other Applications (e.g. Incident Resolved by Change)	*A,R*	*C*	*I*
Configure the Relationship to Other Applications (e.g. Incident Caused by Change)	*A,R*	*C*	*I*
Configure the Relationship to Other Applications (e.g. Problem Implemented by Change)	*A,R*	*C*	*I*
Configure the Relationship to Other Applications (e.g. CMDB CI Approval Groups, Other Users and Groups)	*A,R*	*C*	*I*
Conduct Operational Readiness Test (based on pre-defined use cases)	*A,R*	*C*	*I*
Change Management Plug-ins			
Best Practice - Change Risk Calculator (Optional / Recommended)	*A,R*	*C*	*I*
Best Practice - Bulk CI Changes (Optional / Recommended)	*A,R*	*C*	*I*
Change Management Workflows (Optional / Recommended)	*A,R*	*C*	*I*

Activity Description	Client	CompuCom	Service-now.com
Maintenance Schedules (Optional / Recommended)	*A,R*	*C*	*I*
Change Management Accelerators			
Best Practice - Incident Resolution Workflow (Optional / Recommended)	*A,R*	*C*	*I*
Change Management Interfaces			
Define / Develop / Tune / Schedule Event Suspension Interface (Optional)	*A,R*	*C*	*I*
Define / Develop / Tune / Schedule Data Warehouse Interface (Optional)	*A,R*	*C*	*I*

Phase 4 – Test

Activity Description	Client	CompuCom	ServiceNow
User Acceptance Testing			
Create / Update / Publish User Acceptance Testing Use Cases	*A,R*	*C*	*I*
Create / Update / Publish User Acceptance Testing Defect Tracking Rules	*A,R*	*C*	*I*
Create / Update / Publish User Acceptance Testing Schedule	*A,R*	*C*	*I*
Secure / Provision / Schedule User Acceptance Testing Personnel and Facilities	*A,R*	*C*	*I*
Conduct User Acceptance Testing	*A,R*	*C*	*I*
Acceptance Testing Re-work	*A,C*	*R*	*I*
Final Acceptance Testing and Approval	*A,R*	*C*	*I*

Phase 5 – Implement

Activity Description	Client	CompuCom	ServiceNow
Rollout Planning / Communications	*A,R*	*C*	*I*
Training ServiceNow End User Training and Documentation	*A,R,*	*C*	*I*
Process Training Guides (Incident, Problem, Change, Configuration			
Establish / Provision Early Life Support Capabilities / Relationships	*A,R*	*C*	*I*
Establish / Provision Production Support Capabilities / Relationships	*A,R*	*C*	*I*
Clone Instance	*I, C*	*A*	*R*
Setup SSO in Production instance	*A,C*	*R*	*I*
Notify ServiceNow of Go-Live	*A,R*	*R*	*I*
Project Sign-off	*A,R*	*R*	*I*

Phase 6 – Support

Activity Description	Client	CompuCom	ServiceNow
Solution Go-Live	A,R,C	R,C	I
Early Life Support (40 hours)	A,C,I	R	I
Production Support	A,C,I	-	R
Continuous Process Improvement	A,R,C	-	I

Appendix C

CompuCom.
The Leading IT Outsourcing Specialist

<u>Project Acceptance</u>

Project Name: _____ **PE/PM Name:** _____
Project Phase:_____ **Client Name:** _____
Date Completed:_____

Signoff Criteria: {Note: Description of task or phase completed.}

Deviations/Omissions:

Impact of Deviations/Omissions, if any:

Monetary:	
Resource:	
Deliverable:	
Other:	

Problems or issues that may prevent acceptance: (Note: identify steps to resolution, if any.)

Signatures:

Submitted for acceptance by:

CompuCom Manager: _____ **Date:** _____
                              <Enter name here>

As an authorized agent of <insert client name>, I hereby acknowledge completion of the project tasks outlined above.

❑ **Approved**
Client Manager: _____ **Date:** _____ ❑ **Rejected**
                              <Enter name here>

Attachment H
Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

   a. ***Business Associate.*** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
   b. ***Covered Entity.*** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean Contractor.
   c. **HIPAA Rules**. "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164.
   d. ***Designated Record Set***. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
   e. ***Electronic Protected Health Information***. "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
   f. ***Individual***. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
   g. ***Privacy Rule***. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
   h. ***Protected Health Information***. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of County.
   i. ***Required By Law***. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
   j. ***Secretary***. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
   k. ***Breach***. The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless

it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
2. Identity of the unauthorized person or to whom impermissible disclosure was made;
3. Whether PHI was actually viewed or only the opportunity to do so existed;
4. The extent to which the risk has been mitigated.

l. *Security Rule*. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

m. *Unsecured PHI.* "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.

n. *Security Incident*. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITES OF CONTRACTOR AS BUSINESS ASSOCIATE

a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to make uses and disclosures requests for protected health information consistent with minimum necessary policy and procedures.

d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164 if used or disclosed by covered entity.

e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.

g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. If Business Associate has protected health information in a designated record set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.

n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.

q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by contract or required by law.

r. Business Associate shall makes its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSABLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon

mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

MISCELLANEOUS

a. **Regulatory References**. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
b. **Amendment**. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
c. **Survival**. The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
d. **Interpretation**. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
e. **Reservation of Right to Monitor Activities**. County reserves the right to monitor the security policies and procedures of Business Associate.

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The ☐ Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

☑ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Beth Fuguer
Name of 504 Person - Type or Print

Compucom Systems, Inc.
Name of Contractor(s) - Type or Print

7171 Forest Lane
Street Address or P.O. Box

Dallas, TX 75230
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

John Carman
Signature

Sr. Attorney
Title of Authorized Official

_7/18/2014_
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP
Intellectual Property Rights

Each party shall retain ownership rights (including but not limited to copyright) to all its previously existing intellectual property, including any derivatives, modifications and enhancements thereto. All intellectual property rights and proprietary rights in deliverables that are part of the Services and are provided by Contractor to County shall be the sole and exclusive property of County to the extent such deliverables are unique to County's way of doing business and include County's Confidential Information. All other intellectual property rights and other proprietary rights in and to the Services, and deliverables, information, know-how and processes developed by Contractor, or anyone acting on Contractor's behalf, arising from the Services performed hereunder shall be the sole and exclusive property of Contractor and shall not be claimed to be owned by County or its employees. Contractor grants to County a non-exclusive worldwide right to use, reproduce, copy and display any such Contractor deliverables that are part of the Services as necessary in the conduct of County's own business. This license is perpetual, provided County is not otherwise in breach of the Agreement or the applicable SOW.