Amendment No. 7
to
Contract No. MA 5600 NC170000044
for
Cloud Based Service Desk Software
between
Carahsoft Technology Corp.
and the
City of Austin

1.0 The City hereby exercises extension option 4 for the subject contract. This extension option will be effective December 22, 2021 to December 21, 2022. No Options remain.

2.0 The total contract amount is increased by $335,647.56 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/22/2017 – 12/21/2018	$779,197.00	$779,197.00
Amendment No. 1: Restate Statement of Work 11/14/2018	$0.00	$779,197.00
Amendment No. 2: Option 1 – Extension 12/22/2018 – 12/21/2019	$389,970.00	$1,169,167.00
Amendment No. 3: Administrative Increase (Partial Opt.4) 03/15/2019	$154,879.00	$1,324,046.00
Amendment No. 4: Incorporate Pricing Agreement & SOW 08/05/2019	$0.00	$1,324,046.00
Amendment No. 5: Option 2 – Extension 12/22/2019 – 12/21/2020	$389,970.00	$1,714,016.00
Amendment No. 6: Option 3 – Extension 12/22/2020 – 12/21/2021	$389,970.00	$2,103,986.00
Amendment No. 6: Option 4 – Extension 12/22/2021 – 12/21/2022	$335,647.56	$2,439,633.56

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Michael Edwards 9/29/2020

Printed Name: Michael Edwards
Authorized Representative

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100
Reston, Virginia 20190

Sign/Date: Cedric Zachary
Digitally signed by Cedric Zachary
Date: 2020.09.29 10:29:27 -05'00'
Adobe Acrobat version: 2019.021.20061

Brett Hardy
Procurement Specialist IV

City of Austin Purchasing Office
124 West 8 Street
Austin, Texas 78701

Amendment No. 6
to
Contract No. MA 5600 NC170000044
for
Cloud Based Service Desk Software
between
Carahsoft Technology Corp.
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 22, 2020 to December 21, 2021. One option will remain.

2.0 The total contract amount is increased by $389,970 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/22/2017 – 12/21/2018	$779,197.00	$779,197.00
Amendment No. 1: Restate Statement of Work 11/14/2018	$0.00	$779,197.00
Amendment No. 2: Option 1 – Extension 12/22/2018 – 12/21/2019	$389,970.00	$1,169,167.00
Amendment No. 3: Administrative Increase (Partial Opt.4) 03/15/2019	$154,879.00	$1,324,046.00
Amendment No. 4: Incorporate Pricing Agreement & SOW 08/05/2019	$0.00	$1,324,046.00
Amendment No. 5: Option 2 – Extension 12/22/2019 – 12/21/2020	$389,970.00	$1,714,016.00
Amendment No. 6: Option 3 – Extension 12/22/2020 – 12/21/2021	$389,970.00	$2,103,986.00

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Michael Edwards 8/4/2020

Printed Name: Michael Edwards
Authorized Representative

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100
Reston, Virginia 20190

Sign/Date: Sai Xoomsai Purcell
Digitally signed by Sai Xoomsai Purcell
Date: 2020.08.06 10:55:59 -05'00'

Sai Xomsai-Purcell
Procurement Supervisor

City of Austin Purchasing Office
124 West 8 Street
Austin, Texas 78701

jb

Amendment No. 5
to
Contract No. MA 5600 NC170000044
for
Cloud Based Service Desk Software
between
Carahsoft Technology Corp.
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 22, 2019 to December 21, 2020. Two options will remain.

2.0 The total contract amount is increased by $389,970 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/22/2017 – 12/21/2018	$779,197.00	$779,197.00
Amendment No. 1: Restate Statement of Work 11/14/2018	$0.00	$779,197.00
Amendment No. 2: Option 1 – Extension 12/22/2018 – 12/21/2019	$389,970.00	$1,169,167.00
Amendment No. 3: Administrative Increase (Partial Opt.4) 03/15/2019	$154,879.00	$1,324,046.00
Amendment No. 4: Incorporate Pricing Agreement & SOW 08/05/2019	$0.00	$1,324,046.00
Amendment No. 5: Option 2 – Extension 12/22/2019 – 12/21/2020	$389,970.00	$1,714,016.00

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Michael Edwards 12/16/19

Printed Name: Michael Edwards
Authorized Representative

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100
Reston, Virginia 20190

Sign/Date: 1/3/2020

~~Jim Howard~~ Sai Purcell
Procurement ~~Manager~~ Supervisor

Austin Energy
124 West 8th Street
Austin, Texas 78701

jb

Amendment No. 4
to
Contract No. 5600 NC170000044
for
Cloud Based Service Desk Software
between
Carahsoft Technology Corp
and the
City of Austin

1.0 The above referenced contract is amended as follows:

Attached ServiceNow Pricing Agreement and Statement of Work is hereby incorporated into the contract.

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/22/2017 – 12/21/2018	$779,197.00	$779,197.00
Amendment No. 1: Statement of Work Restatement	$0.00	$779,197.00
Amendment No. 2: Option 1 – Extension 12/22/2018 – 12/21//2019	$389,970.00	$1,169,167.00
Amendment No. 3: Administrative increase Partial early exercise of Option 4 amount	$154,879.00	$1,324,046.00
Amendment No. 4: Incorporate Pricing Agreement and Statement of Work	$0.00	$1,324,046.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Kristina Smith

Printed Name: Kristina Smith
Authorized Representative

Carahsoft Technology Corp
1860 Michael Faraday Dr.
Suite 100
Reston, VA 20190

Sign/Date:

Printed Name: JAMES T. HOWARD
Authorized Representative
8/5/19

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

CARAHSOFT 'S RESPONSE TO THE

City of Austin

ServiceNow Statement of Work

Carahsoft SOW SN060719v2
Dated 8/01/2019

ServiceNow Procurement Implementation

Tuesday
July 30, 2019

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1. Signatures

This Statement of Work (SOW) engages Cerna Solutions, LLC of Carlsbad, California ("Cerna"), via Carahsoft Technology Corporation ("Carahsoft") to perform professional consulting services for City of Austin ("Customer") of Austin, TX, USA.

Signatures below accept and certify legal authorization to execute this Statement of Work under the terms specified herein. The Effective Date of this Statement of Work is the latest date in the signature block on this page. This SOW, together with the Agreement, constitutes the entire understanding between the parties regarding this project, superseding all prior oral and written agreements relating to the terms of this project. Conflicting or additional terms in a Customer Purchase Order are explicitly rejected, unless agreed to in writing and signed by both parties.

This SOW outlines the tasks and corresponding level of effort to identify, gather and document the functional requirements, configurations, and/or integrations to properly implement ServiceNow based on Customer's business processes. An estimate, based on preliminary discussions with management resources, is included in this SOW but subject to change based on the output of the Requirements Workshops. The Change Control process will be executed if the level of effort differs from the estimate contained herein.

All required software products must be licensed separately from this agreement.

City of Austin	Carahsoft Technology Corp.
Authorized Signatory	Authorized Signatory
Printed Name	Printed Name
	Founder
Title	Title

2. Customer Billing information

If Customer will not be issuing a purchase order to Carahsoft containing the billing information pertaining to this SOW, Customer may complete the billing information table with the appropriate invoicing contact information and instructions.

Customer Billing Information	
Name	City of Austin
Address	
Phone	
Email	
Invoicing Instructions	

3. Project Details

3.1 In Scope

Based on conversations and discovery, Cerna and Customer have outlined and defined a plan to deliver the following:

- Design a ServiceNow application solution to meet the identified business requirements which will streamline business processes and follow best practices
    - Review up to sixty (60) existing Procurement user stories (Appendix C)
    - Define additional user stories to cover gaps in Procurement functionality found during Phase 1 workshops
- Configure procurement module with migrated financial data, CMDB architecture, online portal procurement, license entitlements for GitHub, GoToMyPC and Box.com ("Procurement Configuration")
    - Remediate up to sixty (60) existing Procurement user stories (Appendix C) by:
        - Comparing against currently developed Procurement functionality
        - Configuring Procurement application to remediate defects
    - Configure up to three (3) complex Catalog Items, with up to one (1) workflow each from the following options:
        - Request for Quote
        - Request for Purchase with Quote
        - Request for Purchase without Quote
    - Define one (1) standard purchase request process for the following request types:
        - Computer Hardware
        - Software
        - IT Service
    - Configure up to ten (10) standard hardware models that are orderable via the product catalog.

  - Configure Software Models for the following applications:
    - Box.com
    - Github
    - GoToMyPC
  - Configure form layout for the following classes:
    - Purchase Order
    - Purchase Order Line Item
    - Hardware Model
    - Funding Code
  - One-time load of supplemental data for Funding, Department and Unit (FDU) and object codes using Cerna-provided mapping document
- Implement Procurement Configuration
  - Promote configuration from Dev to Test.
  - Support one (1) week support of Customer UAT.
  - Promote to production.
  - Provide one (1) week post go-live support.
- Provide a training resource to deliver knowledge transfer for Procurement Configuration

Provide up to six (6) hours of knowledge transfer to Customer's existing technical team on Procurement Configuration.

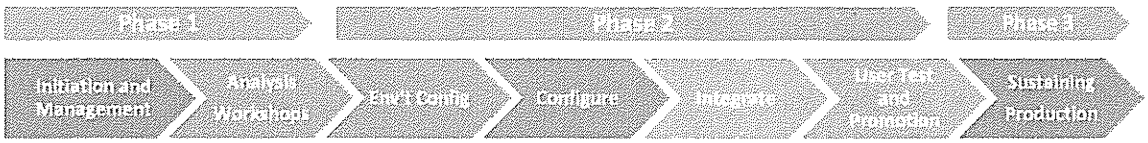
3.2 Out of Scope

The following are deemed out of scope as related to this SOW:

- Configuring MID Server integration
- Configuring Active Directory integration
- Configuring functionality to automatically validate Funding, Department and Unit (FDU) and object codes;
- Configuring functionality for bulk ordering of purchase items;
- Configuring functionality related to barcode scanning;
- Configuring the ability to bulk import Configuration items;
- Migrating reports from BMC Magic to ServiceNow;
- Migrating historical or active records from BMC Magic into ServiceNow;
- Provide a training resource to deliver training, create and review training materials and create computer-based training for existing ServiceNow application implementation for Incident, Knowledge, Request and Portal phase of project
- Defining or documenting Standard Operating Procedures, Operating Processes or any kind of work instructions;
- Data cleansing and normalization of data models (each record must have a unique field or combination of fields);
- Administrative or Application Training;
- Performance testing; and
- Any items not explicitly stated as in scope in section 3.1 herein.

4. Project Approach

Cerna, via Carahsoft proposes a three-phased approach preparing, implementing and sustaining the ServiceNow platform.



Phase One – Project Initiation, Analysis/Requirements Workshops, ServiceNow Admin Training*
Phase Two – System Configuration, Testing, Requester/Fulfiller Training*, and Rollout
Phase Three – Virtual Administration** and System Maintenance

*ServiceNow Admin, Requester/Fulfiller Training is offered by ServiceNow. Please contact ServiceNow to learn more about the courses, cost and schedule.
**Ask your account representative about Virtual Administration Services

5. Phase Two- Implementation

5.1 Application Configuration Services

Prior to implementation, Cerna will validate the environments and supporting resources with the Customer. Dedicated non-production environment(s) configured substantially similar to production are required by best-practices for IT work and requested for this project. All Phase Two work will be done remotely unless agreed to and planned.

Task	Notes
Procurement Configuration	• Remediate defects for up to sixty (60) existing Procurement user stories (Appendix C). • Configure up to three (3) complex Catalog Items, with up to one (1) workflow each from the following options: o Request for Quote o Request for Purchase with Quote o Request for Purchase without Quote • Define one (1) standard purchase request process for the following request types: o Computer Hardware o Software o IT Service • Configure up to ten (10) standard hardware models that are orderable via the product catalog. • Configure Software Models for the following applications: o Box.com o Github o GoToMyPC • Configure form layout for the following classes: o Purchase Order o Purchase Order Line Item o Hardware Model o Funding Code

- One-time load of supplemental data for Funding, Department and Unit (FDU) and object codes using Cerna-provided mapping document

5.2 User Acceptance Testing (UAT)

This stage of the project will allow Customer personnel the ability to test the configured ServiceNow applications and integrations.

- UAT Test Writing - Customer is responsible for writing test cases, executing tests, and reporting defects detected for User Acceptance Test phase
- UAT Execution Plan – The Cerna and Customer PM will create a mutually agreeable plan prior to the start of UAT to document the methods to report, prioritize and track UAT issues, and acceptance criteria.
- User Testing – Cerna will be available to answer questions and make immediate configuration changes to resolve issues based on the hours scoped for this task. Cerna resource(s) can be available remotely or onsite with advanced notice, planning and approval. Customer is responsible for travel expenses.
- Issue Resolution – Cerna will resolve reported issue within scope of the requirement. Issues or items identified out of scope will require a Change Order to add into scope.
- UAT Acceptance – Once all issues have been resolved, the Cerna Project Manager will require a statement from Customer acknowledging all issues are resolved and migration to Production is approved.

5.3 Training

No training is included in the scope of this SOW.

5.4 Production Migration/Rollout/ Go Live

During this stage, Cerna Consultant will work with Customer ServiceNow Admin to prepare for the migration to Production. Rollout and Go Live activities are the responsibility of Customer, i.e. communications to end users, establishing end user issue reporting processes, initiating Change processes.

5.5 Knowledge Transfer

Throughout the course of the project, Cerna consultants will provide Customer resources, especially the ServiceNow Administrator(s), information about configuring and maintaining the platform, applications and integrations. Knowledge Transfer is not formal Administrator or Application training.

5.6 Project Completion Criteria

Cerna will have completed this SOW when the tasks contained in the Implementation Document and UAT issues are resolved.

6. Assumptions and Dependencies

The following assumptions and dependencies are incorporated in this agreement:

1. Client is upgraded to Madrid on all instances prior to start of Services to be performed under this SOW.
2. The scope and obligations of Cerna are limited to the tasks and parameters documented herein.
3. This is a fixed-price services offering for services plus expenses.

4. End User will provide professional working conditions for on-site work including meeting facilities, projection equipment, general office supplies, a quiet work space, network access, necessary workstation resources, and telephone access.
5. End User and Cerna will develop a mutually agreeable plan for scheduling with an expectation for a minimum two weeks' lead time to schedule consultants from contract signature date.
6. Services may be performed off-site (remotely) if approved by End User and Cerna project managers.
7. Timely and necessary account/access authorization and system access for remote work.
8. Additional reviews and revisions of Deliverables may require additional work and a Change Orders.
9. References to days, or parts thereof, contained in this SOW refer to business days of no more than eight (8) hours increments.
10. Capitalized terms not defined herein shall have the meanings given to them in the Agreement or based on ServiceNow definitions of the applicable terms (in that order of precedence).
11. End User hereby authorizes Cerna to access End User's ServiceNow instance in order to perform work authorized under this SOW, or any amendments or supplements hereto.
12. Customer will agree to similar terms with End User for the performance of this project, at least as restrictive as those contained in this SOW.

7. Change Control

Customer or Cerna may identify and/or request a change in scope to the SOW that may add or remove tasks, and/or increase or decrease time estimates and cost. If this occurs, an addendum can be made to this SOW in the form of a Change Order. A sample Change Order is attached in Appendix B. The Change Control process follows.

1. Customer or Cerna identifies and/or requests a change in scope.
2. Cerna PM completes the Change Order form and delivers it to the Customer PM.
3. Customer PM processes the Change Order through Customer's Change Control process.
4. Once reviewed and signed, Customer PM returns the Change Order to Cerna PM.
5. The Cerna TC will commence work as stated in the Change Order.

Notes:

- Work associated with the Change Order will commence *after* Customer signs the Change Order.
- Some Change Orders are created to formally document a change but do not have a time or cost impact ($0 Change Order).

8. Service Costs

All services will be delivered on a fixed fee basis. Estimated Service Costs are listed in the following table.

Milestone	List Price	Discounted Cost
Start of development	$47,500.00	$42,300.00
Promotion of configurations to test environment	$49,000.00	$43,674.75
Production implementation plan delivered	$47,500.00	$42,300.00
	Total Cost	128,274.75

Notes:

1) Service Costs are exclusive of applicable taxes, travel and living expenses.
2) Travel and living expenses under this SOW will not exceed two (2) visits or $2,700 without Customer's consent.

3) The travel and expense policy will be as specified and agreed in the Agreement. If no such policy is specified in the Agreement, Cerna's Travel and Expense Policy shall apply.

APPENDIX A

Phase 3 sustaining production support is provided by Cerna's Virtual Administration (VA) program. Please complete the order form below and return with this statement of work to include optional VA services with your project.

Quotation for Virtual Administration

Item	Description	Qty	Unit of Measurement	Unit Price	Total Price
1	Virtual Administration	XXX	Hours	$XXX.XX	$ 0.00
				Total	$ 0.00

Notes:

1. Prices are in USD.
2. This quotation valid at time of associated SOW signature and will remain valid for a period of thirty (30) days thereafter.
3. Credit card payments are subject to a 3.75% additional fee.
4. This VA Order Form is subject to the then-current terms of Cerna's VA Program upon execution of this VA Order Form.

Customer Billing Information

Contact Name	
Address	
E-mail	
Phone Number	

APPENDIX B – CHANGE ORDER FORM

Project Change Order

cerna

This Change Order is governed by the terms and conditions of the Master Services Agreement between Cerna Solutions, LLC ("Cerna") and [CUSTOMER] ("Customer") dated [LONG DATE], and modifies the Statement of Work or Services Order Form ("SOW" or "SOF") executed between Cerna and Customer dated [LONG DATE].

A description of the change in services and cost to the project follow.

Description of Change	Estimated Time
Total Time:	X Hours
The addition of hours results in additional project cost of :	**$ 0,000.00**

Estimated Start Date:
Estimated End Date:

This change request will be funded by:

- ☐ A New Purchase Order
- ☐ A Modification of Purchase Order No._________
- ☐ Direct Bill to Customer
- ☐ No Cost to Customer ($0 Change)

All other terms, conditions and technical requirements contained in the SOW dated [LONG DATE] remain in full force and effect.

Cerna Solutions, LLC	[CUSTOMER]
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

Appendix C- Existing Procurement Stories

Story Number	Short description	Description	Acceptance criteria	Product	Priority
STRY0010439	The system should make the location code required on the CI form but it should also be data fed.	As a buyer I want the location code to be data fed to so that errors are reduced.	On the product model form, the location code field is presented and is mandatory. The location code field is data fed from the location code table. I will know this story is complete when: - I can add a valid AIMS location code to items purchased - I have a simple, repeatable method of updating AIMS location codes in ServiceNow	Procurement Request	1 - Critical
STRY0014561	Funding Code xfer to Purchase Line Item upon create	As a purchasing fulfiller I want when a user makes a request using the online purchase form and a purchase request has been generated by the system I want the funding code from the request to transfer into the purchase line item funding code field in the purchase line item so that I do not have to manually xfer this information into the line item from the originating request.	I know this story will be complete when: - A online purchase request is submitted and the purchase order has been created with a funding code attached. - When I open a purchase request and create a purchase order line item, the funding code for the line item is populated with the value from the original request.	Procurement Request	3 - Moderate
STRY0010463	The system shall display the form field: Unit Price (freeform)	As a purchase request fulfiller, I want the system to display the field "Unit Price" as a number field so that I can use this information as context when making decisions in fulfilling the request.	I will know this story is complete when: On the purchase order line item form, the mandatory field "Unit Price" is presented. A zero value is permitted for Purchase Requests where RCA is required and Purchase Requests of type RFQ/IFB/RFP/RFQS.	Procurement Request	1 - Critical

STRY0016473	The system should provide a recorded data point for invoice approver	As a reporting user, I want the system to capture the the department of the invoice approver in the data for purchase requests in a way that if the invoice approver's department should change in the future, the invoice approver's department remains the same as the day the purchase request was created so that I can ensure the integrity of finance reporting regardless of the internal movement of city employees.	I will know this story is complete when: - A field for the department of the invoice approver is available on the purchase request form. - The department for the invoice approver does not update if the invoice approver's department is updated.	Procurement Request	2 - High
STRY0010076	Add field "Business Justification" to Purchase Order Form	As a purchasing manager, I want to add the mandatory field "Business Justification" to the purchase order form so that users are required to provide a valid reason for the request.	I will know that this story is complete when: 1. A multi-line text field "Business Justification" is visible and mandatory on the purchase order form	Procurement Request	1 - Critical
STRY0010088	Configure Procurement Workflow to City of Austin Specifications	As a purchasing manager, I need to have the purchase order workflow configured, including approvals, tasks, and notifications, so that it meets the City's desired process flow.	I will know that this story is complete when: The Procurement Request workflow is configured according to the City's specifications, and contains all necessary approvals, work tasks, and email notifications to enable the City to create and fulfill servicenow purchase orders.	Procurement Request	2 - High

STRY0010475	The system shall have the ability to retain the old Invoice Approver's Department on a Purchase Request when the Invoice Approver has transferred to another de	Related BPR1- As a reporting analyst, I want the integrity of a Invoice Approver's "department" value in historical data to reflect the point-in-time value when user's are transferred to another department.	I will know this story is complete when: - The system stores the department of the selected Invoice Approver - If the Invoice Approver later changes departments, the department information stored in the original request of the Invoice Approver remains as identified when the request was generated (i.e. it does not update dynamically after generation of the request)	Procurement Request	3 - Moderate
STRY0010105	Develop a 'Funding Codes' Form Section for Allocations	As a Procurement Request submitter and purchasing manager, I want the system to display a list of up to 4 funding codes, formatted as separate 4-digit entries and labeled to indicate which piece of data is desired, along with the dollar amount or percentage of the purchase being allocated to each code, so that the codes can be validated with the proper format. NOTE: See 'Dependent Story' below for exact labeling of each 4-digit field	I will know that this story is complete when: - The fulfillers are also able to indicate how much of the total cost of the request is being allocated to each code ($ only) - The user should only be able to save a new purchase order line item so that funding codes can be added. - The funding code form should have a mandatory field called "Allocated Cost" - Add a field on the purchase order line item form called "Total funding allocated" that calculates the sum of all the related funding code records allocated costs.	Procurement Request	1 - Critical
STRY0010489	The system shall have the ability to assign permissions to delete attachments	As a system administrator, I want the ability to delete attachments from a record so that I can maintain the relevance of a records attachments	I know this story is complete when: - The system administrator has a role that can be assigned to users who need the ability to delete attachments - No other users cannot delete attachments	Procurement Request	2 - High

STRY0010124	Add State/Status Value "Returned Pending Customer Info"	As a purchasing manager, I need to add a state/status value "Returned Pending Customer Info" to be utilized when a review task of a request fails, so that I can inform the requester of a need for additional information.	I will know that this story is complete when: - On the purchase order form, there is a state/status value "Returned Pending Customer Info" that is triggered by a rejected approval sequence with reason "Updated Info Required" - When the purchase order status is once again "ordered", the approval sequence begins again. (see work notes)	Procurement Request	1 - Critical
STRY0010503	The system shall display the form field: Status unique to purchase request		The purchase order form should present a field "Status" that shows the following values (when appropriately triggered) - Requested (PR Saved, not ordered) - Departmental & Finance Review (PR not yet approved) - Hold - Pending Updated Info (PR rejected, status pending updated info) - Pending Purchase (PR Approved) - Purchased (AIMS Number Populated and saved) - Received Partial (Assets partially marked received) - Received (All assets marked received)	Procurement Request	3 - Moderate
STRY0010135	"Asset Tag" Mandatory for Receiving When Tangible Item Value > $500	As a finance manager, I want to make the "Asset Tag" field mandatory if a received item is tangible and has a value of more than $500, so that I have the information required to to track assets.	I will know that this story is complete when: 1. During receiving, if a received item is tangible and has a value greater than $500, the "Asset Tag" field becomes mandatory for the creation of the asset.	Procurement Request	1 - Critical
STRY0010927	The system should provide users with a label for each of the sets of 4 numbers. Fund, Department, Unit, Object then Activity, Reporting, Program and Program	As a submitter, I want the system to provide me with a label for each of the coding code 4-number groupings (Fund, Department, Unit, Object then Activity, Reporting, Program and Program Period) so that I can more clearly understand	The entry fields for each code of the funding code are labeled with the name of the code type for that field in a way that you can clearly delineate which code goes in which box.	Procurement Request	2 - High

		which code I need to enter in the field.			
STRY0010433	The total cost field on the PR should be calculated based on items.	As a purchase request fulfiller I want to know the total cost of the purchase request to be calculated based on the totals for items so that I can make informed decisions when fulfilling the request.	The "Total Cost" field calculates the sum of the total of the "Total Cost" of all the purchase order line items.	Procurement Request	1 - Critical
STRY0011964	Sole Source Reminder	The system should give users a reminder that attachments are required when a purchase order request is marked as sole-source.	- The system presents to the user a notation on their form when the "Sole source" checkbox is checked stating "NOTE: Sole-source purchase requests require the proper exception documentation be attached prior to submitting the request" - After saving a request with the sole source box checked, the system presents the user a notation on their form "Please attach Sole Source Letter, Certificate of Exemption, and Quote"	Procurement Request	4 - Low
STRY0010457	Make filters available for ACTIVE master agreements	As a purchase fulfiller, I want the system to filter the list of master agreements with only active agreements so that my purchase request can be properly fulfilled.	I will know this request is complete when: - I have a simple, repeatable process for pulling Master Agreements from AIMS - ServiceNow allows me to filter search the Master Agreement field by status (active, inactive) or vendor	Procurement Request	1 - Critical

STRY0015248	List of Invoices to be used with the "OK to Pay?" button	As a purchase request fulfiller I want to have a tab on the purchase form with a list of invoice numbers so that when a user submits the invoice number after clicking the "OK to Pay?" button, the system creates a record that will be displayed in the "Invoices" list along with the Vendor Name of the Purchase Request and the value of the "OK to Pay" checkbox field so that I can know which invoices are ready to pay and which are not.	I will know this story is completed when: - A table with required columns to support a list of invoice records related to the purchase request with columns "Invoice Number", "Vendor Name" and "OK to Pay" created - A tab on the purchase request form called "Invoices" is made available - A list of invoice records related to the purchase request showing "Invoice Number", "Vendor Name" and "OK to Pay" is displayed - The "OK to Pay" field is not editable by users - The "Vendor Name" comes from the Purchase Request	Procurement Request	4 - Low
STRY0010469	The system shall have the ability to assign Item description (Configuration item) - Free Form Field	As an asset manager, I want the system to require a system class input so that I can standardize the item descriptions when managing assets. (Covered by product model)	I will know this story is complete when: The purchase fulfiller is provided a list of product models that match the commodity code selected. The purchase fulfiller is presented a mandatory string field "Short Description" in the Purchase Order Line Item form.	Procurement Request	1 - Critical
STRY0021787	Software License management Data	As a license manager and procurement manager I want the software assets for Box.com, GoToMyPC and GitHub added into ServiceNow with their related user allocations into the assets and user entitlements tables.	I will know this story has been met when: - Assets matching each of the software items matching the Box.com, GoToMyPC and Github are entered into ServiceNow with the following data points: - Purchase Order Line Item (Copied from the original Line item description) - Department - Entitlements (Copied from the quantity of the original line item) - User entitlements are updated to reflect the assigned users in Magic matched to the appropriate asset created from the original line item from the Magic Purchase Request	Procurement Request	2 - High

STRY0010083	Create a Regular Import Method for Vendors	As a purchasing manager, I want to be able to regularly import a list of vendors, so that our vendor list is as current as possible and we reduce the number of instances where a vendor is not available to select in ServiceNow.	I will know that this story is complete when: I have a repeatable and simple method for regularly importing vendors into ServiceNow	Procurement Request	1 - Critical
STRY0010098	Create a Regular Import Method for Locations	As a purchasing manager, I want to be able to regularly import a list of locations, so that our location list is as current as possible and we reduce the number of instances where a location is not available to select in ServiceNow.	I will know that this story is complete when: I have a repeatable and simple method for regularly importing locations into ServiceNow	Procurement Request	3 - Moderate
STRY0010485	The system should have a way of enabling users to submit standardized purchase requests for items that are standard that will allow easier ordering of these sta	As a purchase request fulfiller, I want the system to be configured so that when a standard item is being request and must be purchased, that the purchase request details be pre-configured so that the purchase of standard items can be streamlined and made more efficient.	When the product model is required on the purchase order line form and a matching product model is not available, the user can create a matching product model that can be made available as a standard item.	Procurement Request	2 - High

STRY0010113	Mandatory Funding Code Elements - Department/Reporting or Activity Code	As a purchasing manager, I want the system to require either the 'Reporting' OR 'Object then Activity' elements of a funding code be entered when the 'Department' element ends in "7" or equals "1100", so that the Procurement Request submitter can reduce errors in submitted purchase requests.	I will know that this story is complete when: - The user fills out a 'Funding Code' row on the purchase order line item form, enters a 4-digit "Department" that ends with '7' or dept matches '1100', and the "Reporting"(if ends with 7 becomes mandatory) or "Reporting" AND "Activity" fields/elements become mandatory for submission(if it matches 1100). - The user removes the "Department" that ends with a '7' or matches '1100', and the "Reporting" and "Activity" fields/elements are no longer required.	Procurement Request	1 - Critical
STRY0010497	The system shall have the ability to assign Qty	As an asset manager, I want a field that can be modified by the asset manager or receiving agent that allows users to add a qty number type input to a configuration item received so that I can keep record of item quantities.	I will know this story is complete when: - On the form opened when the receiving agent on the Purchase Order form clicks the "Receive" button , a mandatory field "Quantity Received" is presented with no default value. - When the field is updated, the Purchase order line item field "Received quantity" is updated with the total number of items that have been received to-date on the purchase order line item.	Procurement Request	1 - Critical
STRY0010131	Add Fields to Capture "DO/CT/PO Number" Created by Purchasing System	As a purchasing manager, I want the system to have a field that captures the DO/CT/PO number that was created in AIMS, provide a way that the number can be discerned between DO/CT/PO, and the number should also be required prior to advancing the request to a 'Receiving' status/state, so that I can effectively associate data between the ITSM tool and	I will know this story is complete when: - There is a selection field on the purchase order form "AIMS document type" with the values "DO", "CT", and "PO", "GAX", "Procard" - Next to the selection field is a single-line text field "AIMS Number" field (tied to the AIMS document type) - These fields are mandatory before the State of the Purchase Order can change to "Receiving"	Procurement Request	1 - Critical

		the Purchasing tool.			
STRY0010511	The system shall display the form field: Delivery Address (Table)	As a purchase request fulfiller, I want the system to display the field "Delivery Address" as validated field so that I can ensure information entered into this field is consistent with the table of approved delivery addresses.	I will know this story is complete when: The purchase order form includes a field "Department contact address" which defaults to the "On behalf of" user address but when changed, pulls from the City of Austin address list.	Procurement Request	1 - Critical
STRY0010322	The system shall define an Acknowledgement SLA for each Incident Priority.	As a service owner, I want the system to enable me to define service levels for the time it takes for a ticket to be assigned to a group and to a fulfiller so that I can track the performance of tickets related to my service.	The SLA record contains tracking for the time it takes for any incident's state to go from "New" to "Resolved" (Resolution) The SLA record contains tracking for the time it takes for any incident's state to go from "New" and the incident's "Assignment group" to be completed (Routing) The SLA record contains tracking for the time it takes for any incident's state to go from "New" to "In Progress" (Response)	Procurement Request	1 - Critical
STRY00[illegible]	Add location to the software piece	As an Asset manager, I want the system to allow me to view the location of any given software item so that I can track to which location the software is attached.	Phase II	Procurement Request	Not in Scope

STRY0010451	The system should offer a checkbox to identify an item is a sole-source item and then make requirements for certain attachments available.	As a purchase fulfiller, I want the system to offer purchase submitters an option to identify an item as a sole-source item so that the system can make an attachment mandatory so that I can ensure the proper fulfillment of the request.	I will know this story is complete when: The purchase order fulfiller is presented a checkbox "Sole-Source".	Procurement Request	1 - Critical
STRY0015202	When a PR is created whose source is an online request, transfer the details to new line items	As a purchase request fulfiller when I click the "New" button on the purchase request line item tab I want the system to transfer the matching details of the online request into the new Purchase Request Line item.	I will know this story is completed when: When I click new on a Purchase Request whose source is a request the Purchase Line Item is defaulted with the values from the request.	Procurement Request	4 - Low
STRY0010465	The system should include all fields found on the existing purchase item form (Get screen shot from Melissa R.)	As a purchase process owner, I want the system to be developed to include all of the fields found on the purchase item form in Magic so that we can capture all the necessary details to properly record a purchase item on a purchase request.	I will know this story is complete when: The fields presented in the purchase related forms match those in the purchase order data dictionaries provided by the CoA.	Procurement Request	1 - Critical
STRY0018762	Vendor Contact Information	As a purchase buyer I want the system to provide me with contact information fields (Name, PHone Number, Email) so that I can know who to contact when processing requests.		Procurement Request	4 - Low

		Submitted by Sai Xoomsai			
STRY0010078	Add field "Agreement Number" to the Purchase Order Form	As a purchasing manager, I want to add the field "Master Agreement " to the purchase order form, so that I can record this information in ServiceNow.	I will know that this story is complete when: 1. There is a reference field "Master Agreement " visible on the Procurement Request form pulling data from the contracts data table.	Procurement Request	1 - Critical
STRY0010093	Add Checkbox 'RCA' to the Form	As a purchasing manager, I need a checkbox for 'RCA' on the form, so that I can indicate a order will require a Request for Council Action (RCA).	I will know that this story is complete when: 1. There is a checkbox on the form called 'RCA'	Procurement Request	1 - Critical
STRY0010481	The system should also capture the RQM number / RQS Number and use a pull down to discern the number type.	As a purchase request fulfiller, I want the system to have a field that captures the RQM/RQS number and provide a way that the number can be discerned between RQM or RQS so that I can use that information to effectively associate data between the ITSM tool and AIMS.	I will know this story is complete when: - If the request type is "Competitive Solicitation" (Request for Proposal as of 10/2) then the "AIMS Document Type" options list only the following: - RQM - RQS - RQN 	Procurement Request	1 - Critical
STRY0010107	Labels for Funding Codes	As a Procurement Request submitter, I want the system to provide me with a label for each of the 4-number code groupings (Fund, Department, Unit, Object then Activity, Reporting,	I will know that this story is complete when: - Each 4-digit element of a funding code is clearly labeled to indicate the data that is desired - Fund, Department, Unit, and Program are the first four elements listed in each row, and are mandatory for submission - The Activity, Reporting, Program and Program Period codes are available when needed	Procurement Request	3 - Moderate

		Program and Program Period), as well as make the 'Fund', 'Department', 'Unit', and 'Program' elements mandatory, so that I can more clearly understand which code I need to enter in the field.			
STRY0010492	The system shall have the ability to assign Serial #	As an asset manager, I want a field that can be modified by the asset manager or receiving agent that allows users to add a serial number to a configuration item received so that I can keep record of assets.	I will know this story is complete when: - A receiving agent clicks the "Receive" button on the purchase request form, which present a form to collect asset information - A string field "Serial number" is presented - On the appropriate asset form types, a string field "Serial number" is presented	Procurement Request	1 - Critical
STRY0010127	Develop Ability for Tech Reviewer to Create Security Review/Approval	As a purchasing manager, I need the ability for the assigned technical reviewer to, during the technical review step of the workflow, indicate that a review/approval by the Security team is required, and the system to create an additional approval step for the Security team, so that we can insure that we're meeting our policy requirements for certain purchase items.	I will know this story is complete when: - The assigned technical reviewer has an option to indicate that a Security team review is required - If the technical reviewer has indicated it's required, ServiceNow activates a an approval sequence for the Security team as the next step to approval	Procurement Request	1 - Critical

STRY0010507	Ability to bulk upload purchase items	As a purchase fulfiller, I want to be able to bulk create purchase item records with possible multiple funding strings so I do not have to manually create large numbers of purchase item records.	Phase II+	Procurement Request	Not In Scope
STRY0010137	Configure Ability to Mark Items within an Order as 'Received' or 'Returned'	As a receiving agent, I want to have the ability to mark items as 'Received' or 'Returned', so that I can track the order's completion and solve for returning items.	I will know that this story is complete when: 1. After a purchase request is is returned to the user, the status of the purchase request changes to "Hold - Pending updated info"	Procurement Request	1 - Critical
STRY0010932	The system should pull commodity codes from the master agreement when a master agreement is selected.	As a purchase submitter, I want the commodity codes to be filtered to those only valid for the master agreement so I can reduce errors in submitting my purchase request.	Need to address with Paul.	Procurement Request	1 - Critical
STRY0010437	When a file is attached to a request, it should name the file to something that resembles the original name. Further, if it were to name the files a certain w	As a finance manager, the document names are very long and have to be renamed. It would help if they matched closer to the original file name.	I will know this story is complete when: - Users of the system can identify currently Active Attachments (items used to actually used to generate purchasing documents, like the vendor's current quote) - If a user wants to modify the file name, the user can update the file name	Procurement Request	2 - High
STRY0012221	"Asset Tag" Mandatory for Receiving When Inangible (Software) Item Value > $5000	As a finance manager, I want to make the "Asset Tag" field mandatory if a received item is intangible (Software) and has a value of more than $5000, so that I have the information	I will know that this story is complete when: 1. During receiving, if a received item is software and has a value greater than $5000, the "Asset Tag" field becomes mandatory for the creation of the asset.	Procurement Request	1 - Critical

		required to to track licenses.			
STRY0010461	The system shall display the form field: Qty Ord (freeform)	As a purchase request fulfiller, I want the system to display the field "Quantity" as a number field so that I can use this information as context when making decisions in fulfilling the request.	I will know this story is complete when: The purchase order line item form presents an integer field "Quantity"	Procurement Request	1 - Critical
STRY0015255	Email from the Purchase Request Form	As a purchase request fulfiller I would like to send e-mails from the Purchase Request form so that I can communicate with users from that record and have all replies added to the history of the purchase request.	I will know this story is complete when: - On the purchase request form there is an option to send an e-mail - When the e-mail is sent, the e-mail is recorded in the Purchase Request notes - When a reply to the e-mail is received the reply and it's details are recorded in the Purchase Request Notes	Procurement Request	4 - Low
STRY0010471	The system shall have the ability to retain the old Requester Department on a Purchase Request when the Requester has transferred to another department.	As a reporting analyst, I want the integrity of a requester's "department" value in historical data to reflect the point-in-time value when user's are transferred to another department.	I will know this story is complete when: When department information of a purchase order is saved, it is saved as a field value separate of the original user information used to populate the record.	Procurement Request	3 - Moderate
STRY0010085	Ability to Identify AIMS Custodians by Department	As a purchasing manager, I need the ability to identify AIMS custodians by department, so that I can correctly identify the person responsible for received items.	I will know that this story is complete when: I have the ability to see which AIMS custodian is responsible for assets assigned to any given department	Procurement Request	1 - Critical

STRY0010103	Add Field 'Procurement Request Type' to Request Form	As a Procurement Request submitter, I want to identify the type of Procurement request as a "PR", "RFP", or "IFB", so that the purchase fulfiller can fulfill the request within business policy.	I will know that this story is complete when: - The user goes to submit a Procurement Request, and there is a drop-down field on the form "Procurement Request Type" - The field contains the following values: "Purchase Request", "Competitive Solicitation" - The field is defaults to null, and is mandatory in order to submit the request	Procurement Request	3 - Moderate
STRY0010487	The system should allow delegation of certain types of approvals.	As an ITSM owner, I want the system to enable people to assign delegate approvers so requests are not delayed in the case an approver is not available to approve a request.	I will know this story is complete when: - Approvers can assign and/or authorize delegates to approve items - Delegates can act on the behalf of the primary Approver	Procurement Request	2 - High
STRY0010118	Configure Ability to Calculate Totals up to 4 Decimal Points	As a purchasing manager, I want the system to calculate amounts with up to 4 decimal points, so that I can accurately input information into the financial system.	I will know that this story is complete when: 1. I have the ability to calculate amounts and totals in Procurement Requests/Purchase Orders with up to 4 decimal points	Procurement Request	1 - Critical
STRY0010499	The system shall have the ability to receive all or part of an order	As a receiving agent, I want to be able to update the purchase order in a way that I can mark part of the order received so that I know the order is not yet been completely received.	I will know this story is complete when: - A receiving fulfiller clicks the "Receive" button and only a partial list of assets are marked as received, the status of the PO changes to "Received - Partial" and the received button remains visible. - When a receiving fulfiller clicks the "Receive" button and all assets are marked as received, the status of the PO changes to "Received" and the received button is no longer visible. - The system does NOT send notifications to the "on behalf of" user at any point when received.	Procurement Request	1 - Critical

STRY0010133	Add "Commodity Code" Field to Form	As a purchasing manager, I need a field for "Commodity Code" on the fulfiller form, so that we can capture this information in all of our procurement requests.	I will know that this story is complete when: - There is a field "Commodity Code" visible on the fulfiller's form view of the purchase order line item, the product model and asset forms. - When there is a simple repeatable process for updating the available "Commodity Codes" referenced in the system.	Procurement Request	1 - Critical
[illegible]	The system should be able to send out notifications on contract expiration dates and spending authority quarterly on a quarterly basis.	As a purchase submitter, the system should send me contract notifications for contract expirations and spending authority on a quarterly basis so that I can take the required action to maintain the contract.	Phase II	Procurement Request	Not in Scope
STRY0010431	The system should validate funding codes as active and valid against a daily refreshed data table	As a purchase request submitter, I want the system to validate funding codes that are entered by submitters and vs. showing all of them so as to reduce the amount of errors that cause delays.	The data provided for the "Funding Code" reference fields is updated at least daily using a solution that enables ServiceNow to receive data from an export of AIMS data.	Procurement Request	1 - Critical
STRY0010940	The system shall have barcode capabilities	As a delivery receiver, I want to be able to take qualifying items and assign them a bar code tag so that the item's details can be quickly recalled. As a field support fulfiller I want to be able to scan a devices bar code so that I can quickly pull up the devices details."	Phase II	Procurement Request	Not in Scope

STRY0010455	Make it available to users to filter the commodity codes by keyword	As a purchase submitter, I want to be able to filter commodity codes so that I can more easily identify the correct code to use in my purchase request.	I will know this request is complete when: - I have the ability to search available commodity codes by their number, name, or description - When the user selects a commodity code, they see only the relevant codes being used by CTM today.	Procurement Request	3 - Moderate
STRY0015234	Request OK to Pay	As a purchase request fulfiller when an invoice has been received for a purchase request I want to have a button called "OK to Pay?" that, when clicked, will prompt me to enter the invoice number to be approved and will send the purchase request submitter, invoice approver and department finance contact request to approve payment for invoice so that I can have documentation of approval for that invoice in the system.	I will know this story has been completed when: - A button called "OK to Pay?" is made available on the Purchase Request form - When the button is pressed, the system requests the invoice number requiring approval - When submitted, the Purchase Request Submitter, Invoice Approver and Department Finance Contact are sent the request to approve. - When submitted, the system creates a related invoice record made available in the "Invoices" tab on the Purchase Request - When any 1 of the 3 approvers approve the request, the approval request is complete - When the approval is complete the "OK to Pay" value on the related invoice is updated to "TRUE" - When the approval is complete, the system sends a notification to the purchase request assignment group of the approval. - The system should display in the approvals tab list the description of the invoice approval and invoice number, the person to whom the approval was sent and the state of the approval. - The list should filter approvals with a state of "Cancelled"	Procurement Request	4 - Low
STRY0010467	The system shall display the form field: Amount (qty ord*unit price)	As a purchase request fulfiller, I want the system to display the field "Amount" as a calculation of Qty * Unit Price so that I can use this information as context when making decisions in fulfilling the request.	I will know this story is complete when: On the purchase order form, a field "Total cost" is presented that contains the calculated sum of the total cost values of all purchase order lines	Procurement Request	1 - Critical

STRY0021353	Funding code message for missing codes	As a purchasing manager, I want to have a label on the funding code form stating "For missing or invalid funding codes, contact your departmental financial team"	I will know this story has been met when: I open the funding code form and a message at the bottom of the form statues "For missing or invalid funding codes, contact your departmental financial team."	Procurement Request	4 - Low
STRY0010081	Create Email Notification "Confirmed Received" for Purchase Orders	As a purchasing manager, I want an email to be sent to the invoice approver, as well as the CTM Accounts Payable and CTECC Purchasing Support groups, once an item is confirmed "Received" within ServiceNow, so that we know when an item has entered our stock, and it is OK to pay for it.	I will know that this story is complete when: - An item in a Purchase Order is marked "Received" within ServiceNow - An email is sent to the invoice approver for that item, as well as all members of the CTM Accounts Payable and CTECC Purchasing Support groups - The email contains information relevant to which item was received	Procurement Request	3 - Moderate
STRY0010095	Add 'Location Code' to Purchase Order Line Item Form and Make it Mandatory	As a purchasing manager, I want the location code to be required at the time the request is submitted so I am not required to chase down this information after the request has been submitted.	I will know that this story is complete when: A fulfiller goes to fill-out the purchase order line item form, and the reference field 'Location Code' is visible and mandatory in order to submit the purchase order line item.	Procurement Request	1 - Critical
STRY0010483	The system shall display the form field: Commodity Code (table/inventory catalog)	As a purchasing fulfiller, I need the system to display fields for purchase requests so that I can properly fulfill the request	I will know this story is complete when: The purchase order line item form presents a mandatory field "Commodity Code" that pulls from a table of commodity code	Procurement Request	1 - Critical

STRY0010109	Mandatory Funding Code Elements - Department/Program Period	As a purchase fulfiller, I want the system to require the Program and "Program Period" field of a funding code to be mandatory, if the "Fund" field starts with '6', so that the user is helped in reducing errors in purchase submissions.	I will know that this story is complete when: - The user fills out a 'Funding Code' row on the Procurement Request form, enters a 4-digit "Fund" that starts with '6', and the Program and "Program Period" field/element becomes mandatory for submission. - The user removes the "Fund" that starts with a '6', and the Program and "Program Period" field/element is no longer mandatory.	Procurement Request	1 - Critical
STRY0010495	The system shall have the ability to assign COA Asset tag #	As an asset manager, I want a field that can be modified by the asset manager or receiving agent that allows users to add a CoA Asset tag number to a configuration item received so that I can keep record of assets.	I will know that this story is complete when: On Receive Item form, and on the associated asset form completed by the product model, for a purchase request line item and The system presents a mandatory field "CoA Asset Tag#".	Procurement Request	1 - Critical
STRY0010129	When a purchase order is rejected, require a reason	As a purchasing manager, I want to inform the purchase submitter of why a purchase order was rejected, and if "Other" is the selected option, then offer the person who rejected the request a field text field to explain the reasoning.	I will know that this story is complete when: - If a purchase order is rejected at any approval step in the workflow, a mandatory field "Rejected Reason" becomes visible on the form before the state is updated, containing a list of approved reasons from the Finance team, including "Other" - If "Other" is chosen, an additional multi-line text field becomes visible on the form for the assignee to detail the reason for the rejection	Procurement Request	2 - High
[illegible]	Ability to bulk upload configuration items.	As receiving agent, I want to be able to bulk create configuration item records for multiple quantities received so I do not have to manually create large numbers of configuration item records	Phase III[illegible]	Procurement Request	Not in Scope

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STRY0010196	The system shall provide SLA Alerts and Notifications	As an incident fulfiller or an assignment queue manager, I want to receive notifications about incidents related to the status of the SLA so I can remain informed of the status of tickets whose SLA is threatented.	The system sends a notification to the assigned group manager for the incident when the SLA becomes threatened by XX minutes/hours?	Procuremen t Request	1 - Critical
STRY0010934	For RFP's they would need to be able to submit generally the same as purchase requests, but can be 0 value. Enable conversion of RFP to a purchase request	As a purchase fulfiller, I want the system to enable me to convert a purchase request that is an "RFP" to a purchase order after it has been approved so that I can trace the history of the purchase request from RFP to purchase order.	- The purchase fulfiller can select a purchase request of type "Competitive Solicitation (RFQ/IFB/RFP/RFQS)". *Vendor, Invoice Approver, Ship to, Master Agreement, is no longer required* - The purchase fulfiller completes the purchase request form - When "Competitive solicitation" is selected, purchase request line items are not available to be added - The AIMS Document type becomes mandatory and displays only the values "RQS/RQM/RQN" - The AIMS Document number becomes mandatory when the value is selected - When the fulfiller clicks the "Order" button, the Competitive solicitation purchase request is submitted through the standard approval process. - User is provided with a message stating "Note: A competitive solicitation document must be attached to complete this request" - When the competitive solicitation is approved, the Competitive solicitation purchase request goes into a status of "Pending Solicitation" <li style="font-size: 8.5pt; font-family: Verdana, sans-serif; color:	Procuremen t Request	3 - Moderat e

black;">In the related links (or Buttons)...
<ol style="margin-bottom: 0in; list-style-position: inside;"><li style="font-size: 8.5pt; font-family: Verdana, sans-serif; color: black;">The purchasing agent is given the option to "Cancel". When clicked, the status turns to "Cancelled"
<li style="font-size: 8.5pt; font-family: Verdana, sans-serif; color: black;">The purchase agent is given the option to "Close" When clicked the status turns to "Closed"
<li style="font-size: 8.5pt; font-family: Verdana, sans-serif; color: black;">The Purchase agent is given the option to "Close and generate purchase request"
<ol style="margin-bottom: 0in; list-style-position: inside;"><li style="font-size: 8.5pt; font-family: Verdana, sans-serif; color: black;">The status turns to "Closed with Purchase Request"
<li style="font-size: 8.5pt; font-family: Verdana, sans-serif; color: black;">The "Initial Request" field of the created purchase request is populated with the source competitive solicitation purchase request.
<li style="font-size: 8.5pt; font-family: Verdana, sans-serif; color: black;">The following values are NOT transferred to the purchase request: AIMS Document Type, Assignment Group, Assigned to, Business Justification

CARAHSOFT 'S RESPONSE TO THE

City of Austin

ServiceNow Statement of Work

Carahsoft SOW SN060719v2
Dated 8/01/2019

ServiceNow Procurement Implementation

Tuesday
July 30, 2019

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1. SIGNATURES

This Statement of Work (SOW) engages Cerna Solutions, LLC of Carlsbad, California ("Cerna"), via Carahsoft Technology Corporation ("Carahsoft") to perform professional consulting services for City of Austin ("Customer") of Austin, TX, USA.

Signatures below accept and certify legal authorization to execute this Statement of Work under the terms specified herein. The Effective Date of this Statement of Work is the latest date in the signature block on this page. This SOW, together with the Agreement, constitutes the entire understanding between the parties regarding this project, superseding all prior oral and written agreements relating to the terms of this project. Conflicting or additional terms in a Customer Purchase Order are explicitly rejected, unless agreed to in writing and signed by both parties.

This SOW outlines the tasks and corresponding level of effort to identify, gather and document the functional requirements, configurations, and/or integrations to properly implement ServiceNow based on Customer's business processes. An estimate, based on preliminary discussions with management resources, is included in this SOW but subject to change based on the output of the Requirements Workshops. The Change Control process will be executed if the level of effort differs from the estimate contained herein.

All required software products must be licensed separately from this agreement.

City of Austin	**Carahsoft Technology Corp.**
Authorized Signatory	Authorized Signatory
Printed Name	Printed Name
Title	Founder Title

2. CUSTOMER BILLING INFORMATION

If Customer will not be issuing a purchase order to Carahsoft containing the billing information pertaining to this SOW, Customer may complete the billing information table with the appropriate invoicing contact information and instructions.

Customer Billing Information	
Name	City of Austin
Address	
Phone	
Email	
Invoicing Instructions	

3. PROJECT DETAILS

3.1 In Scope

Based on conversations and discovery, Cerna and Customer have outlined and defined a plan to deliver the following:

- Design a ServiceNow application solution to meet the identified business requirements which will streamline business processes and follow best practices
    - Review up to sixty (60) existing Procurement user stories (Appendix C)
    - Define additional user stories to cover gaps in Procurement functionality found during Phase 1 workshops
- Configure procurement module with migrated financial data, CMDB architecture, online portal procurement, license entitlements for GitHub, GoToMyPC and Box.com ("Procurement Configuration")
    - Remediate up to sixty (60) existing Procurement user stories (Appendix C) by:
        - Comparing against currently developed Procurement functionality
        - Configuring Procurement application to remediate defects
    - Configure up to three (3) complex Catalog Items, with up to one (1) workflow each from the following options:
        - Request for Quote
        - Request for Purchase with Quote
        - Request for Purchase without Quote
    - Define one (1) standard purchase request process for the following request types:
        - Computer Hardware
        - Software
        - IT Service
    - Configure up to ten (10) standard hardware models that are orderable via the product catalog.

    - Configure Software Models for the following applications:
        - Box.com
        - Github
        - GoToMyPC
    - Configure form layout for the following classes:
        - Purchase Order
        - Purchase Order Line Item
        - Hardware Model
        - Funding Code
    - One-time load of supplemental data for Funding, Department and Unit (FDU) and object codes using Cerna-provided mapping document
- Implement Procurement Configuration
    - Promote configuration from Dev to Test.
    - Support one (1) week support of Customer UAT.
    - Promote to production.
    - Provide one (1) week post go-live support.
- Provide a training resource to deliver knowledge transfer for Procurement Configuration

Provide up to six (6) hours of knowledge transfer to Customer's existing technical team on Procurement Configuration.

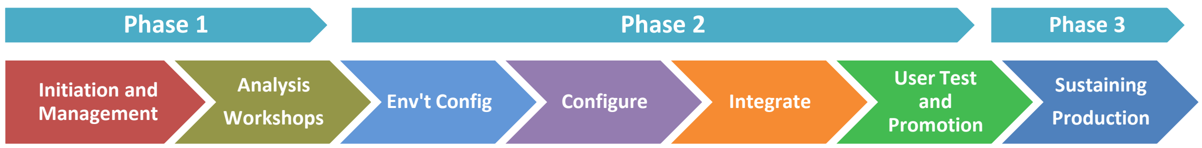
3.2 Out of Scope

The following are deemed out of scope as related to this SOW:

- Configuring MID Server integration
- Configuring Active Directory integration
- Configuring functionality to automatically validate Funding, Department and Unit (FDU) and object codes;
- Configuring functionality for bulk ordering of purchase items;
- Configuring functionality related to barcode scanning;
- Configuring the ability to bulk import Configuration items;
- Migrating reports from BMC Magic to ServiceNow;
- Migrating historical or active records from BMC Magic into ServiceNow;
- Provide a training resource to deliver training, create and review training materials and create computer-based training for existing ServiceNow application implementation for Incident, Knowledge, Request and Portal phase of project
- Defining or documenting Standard Operating Procedures, Operating Processes or any kind of work instructions;
- Data cleansing and normalization of data models (each record must have a unique field or combination of fields);
- Administrative or Application Training;
- Performance testing; and
- Any items not explicitly stated as in scope in section 3.1 herein.

4. Project Approach

Cerna, via Carahsoft proposes a three-phased approach preparing, implementing and sustaining the ServiceNow platform.



Phase One – Project Initiation, Analysis/Requirements Workshops, ServiceNow Admin Training*
Phase Two – System Configuration, Testing, Requester/Fulfiller Training*, and Rollout
Phase Three – Virtual Administration** and System Maintenance

*ServiceNow Admin, Requester/Fulfiller Training is offered by ServiceNow. Please contact ServiceNow to learn more about the courses, cost and schedule.
**Ask your account representative about Virtual Administration Services

5. Phase Two- Implementation

5.1 Application Configuration Services

Prior to implementation, Cerna will validate the environments and supporting resources with the Customer. Dedicated non-production environment(s) configured substantially similar to production are required by best-practices for IT work and requested for this project. All Phase Two work will be done remotely unless agreed to and planned.

Task	Notes

Procurement Configuration	• Remediate defects for up to sixty (60) existing Procurement user stories (Appendix C).
	• Configure up to three (3) complex Catalog Items, with up to one (1) workflow each from the following options:
	  ○ Request for Quote
	  ○ Request for Purchase with Quote
	  ○ Request for Purchase without Quote
	• Define one (1) standard purchase request process for the following request types:
	  ○ Computer Hardware
	  ○ Software
	  ○ IT Service
	• Configure up to ten (10) standard hardware models that are orderable via the product catalog.
	• Configure Software Models for the following applications:
	  ○ Box.com
	  ○ Github
	  ○ GoToMyPC
	• Configure form layout for the following classes:
	  ○ Purchase Order
	  ○ Purchase Order Line Item
	  ○ Hardware Model
	  ○ Funding Code

	• One-time load of supplemental data for Funding, Department and Unit (FDU) and object codes using Cerna-provided mapping document

5.2 User Acceptance Testing (UAT)

This stage of the project will allow Customer personnel the ability to test the configured ServiceNow applications and integrations.

- UAT Test Writing - Customer is responsible for writing test cases, executing tests, and reporting defects detected for User Acceptance Test phase
- UAT Execution Plan – The Cerna and Customer PM will create a mutually agreeable plan prior to the start of UAT to document the methods to report, prioritize and track UAT issues, and acceptance criteria.
- User Testing – Cerna will be available to answer questions and make immediate configuration changes to resolve issues based on the hours scoped for this task. Cerna resource(s) can be available remotely or onsite with advanced notice, planning and approval. Customer is responsible for travel expenses.
- Issue Resolution – Cerna will resolve reported issue within scope of the requirement. Issues or items identified out of scope will require a Change Order to add into scope.
- UAT Acceptance – Once all issues have been resolved, the Cerna Project Manager will require a statement from Customer acknowledging all issues are resolved and migration to Production is approved.

5.3 Training

No training is included in the scope of this SOW.

5.4 Production Migration/Rollout/ Go Live

During this stage, Cerna Consultant will work with Customer ServiceNow Admin to prepare for the migration to Production. Rollout and Go Live activities are the responsibility of Customer, i.e. communications to end users, establishing end user issue reporting processes, initiating Change processes.

5.5 Knowledge Transfer

Throughout the course of the project, Cerna consultants will provide Customer resources, especially the ServiceNow Administrator(s), information about configuring and maintaining the platform, applications and integrations. Knowledge Transfer is not formal Administrator or Application training.

5.6 Project Completion Criteria

Cerna will have completed this SOW when the tasks contained in the Implementation Document and UAT issues are resolved.

6. Assumptions and Dependencies

The following assumptions and dependencies are incorporated in this agreement:

1. Client is upgraded to Madrid on all instances prior to start of Services to be performed under this SOW.
2. The scope and obligations of Cerna are limited to the tasks and parameters documented herein.
3. This is a fixed-price services offering for services plus expenses.

4. End User will provide professional working conditions for on-site work including meeting facilities, projection equipment, general office supplies, a quiet work space, network access, necessary workstation resources, and telephone access.
5. End User and Cerna will develop a mutually agreeable plan for scheduling with an expectation for a minimum two weeks' lead time to schedule consultants from contract signature date.
6. Services may be performed off-site (remotely) if approved by End User and Cerna project managers.
7. Timely and necessary account/access authorization and system access for remote work.
8. Additional reviews and revisions of Deliverables may require additional work and a Change Orders.
9. References to days, or parts thereof, contained in this SOW refer to business days of no more than eight (8) hours increments.
10. Capitalized terms not defined herein shall have the meanings given to them in the Agreement or based on ServiceNow definitions of the applicable terms (in that order of precedence).
11. End User hereby authorizes Cerna to access End User's ServiceNow instance in order to perform work authorized under this SOW, or any amendments or supplements hereto.
12. Customer will agree to similar terms with End User for the performance of this project, at least as restrictive as those contained in this SOW.

7. Change Control

Customer or Cerna may identify and/or request a change in scope to the SOW that may add or remove tasks, and/or increase or decrease time estimates and cost. If this occurs, an addendum can be made to this SOW in the form of a Change Order. A sample Change Order is attached in Appendix B. The Change Control process follows.

1. Customer or Cerna identifies and/or requests a change in scope.
2. Cerna PM completes the Change Order form and delivers it to the Customer PM.
3. Customer PM processes the Change Order through Customer's Change Control process.
4. Once reviewed and signed, Customer PM returns the Change Order to Cerna PM.
5. The Cerna TC will commence work as stated in the Change Order.

Notes:

- Work associated with the Change Order will commence *after* Customer signs the Change Order.
- Some Change Orders are created to formally document a change but do not have a time or cost impact ($0 Change Order).

8. Service Costs

All services will be delivered on a fixed fee basis. Estimated Service Costs are listed in the following table.

Milestone	List Price	Discounted Cost
Start of development	$47,500.00	$42,300.00
Promotion of configurations to test environment	$49,000.00	$43,674.75
Production implementation plan delivered	$47,500.00	$42,300.00
	Total Cost	**128,274.75**

Notes:

1) Service Costs are exclusive of applicable taxes, travel and living expenses.
2) Travel and living expenses under this SOW will not exceed two (2) visits or $2,700 without Customer's consent.

3) The travel and expense policy will be as specified and agreed in the Agreement. If no such policy is specified in the Agreement, Cerna's Travel and Expense Policy shall apply.

APPENDIX A

Phase 3 sustaining production support is provided by Cerna's Virtual Administration (VA) program. Please complete the order form below and return with this statement of work to include optional VA services with your project.

Quotation for Virtual Administration

Item	Description	Qty	Unit of Measurement	Unit Price	Total Price
1	Virtual Administration	XXX	Hours	$XXX.XX	$ 0.00
				Total	**$ 0.00**

Notes:
1. Prices are in USD.
2. This quotation valid at time of associated SOW signature and will remain valid for a period of thirty (30) days thereafter.
3. Credit card payments are subject to a 3.75% additional fee.
4. This VA Order Form is subject to the then-current terms of Cerna's VA Program upon execution of this VA Order Form.

Customer Billing Information

Contact Name	
Address	
E-mail	
Phone Number	

APPENDIX B – CHANGE ORDER FORM

Project Change Order

This Change Order is governed by the terms and conditions of the Master Services Agreement between Cerna Solutions, LLC ("Cerna") and [CUSTOMER] ("Customer") dated [LONG DATE], and modifies the Statement of Work or Services Order Form ("SOW" or "SOF") executed between Cerna and Customer dated [LONG DATE].

A description of the change in services and cost to the project follow.

Description of Change	Estimated Time
Total Time:	**X Hours**
The addition of hours results in additional project cost of :	**$ 0,000.00**

Estimated Start Date:
Estimated End Date:

This change request will be funded by:

- ☐ A New Purchase Order
- ☐ A Modification of Purchase Order No._________
- ☐ Direct Bill to Customer
- ☐ No Cost to Customer ($0 Change)

All other terms, conditions and technical requirements contained in the SOW dated [LONG DATE] remain in full force and effect.

Cerna Solutions, LLC	**[CUSTOMER]**
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

APPENDIX C- EXISTING PROCUREMENT STORIES

Story Number	Short description	Description	Acceptance criteria	Product	Priority
STRY0010439	The system should make the location code required on the CI form but it should also be data fed.	As a buyer I want the location code to be data fed to so that errors are reduced.	On the product model form, the location code field is presented and is mandatory. The location code field is data fed from the location code table. I will know this story is complete when: - I can add a valid AIMS location code to items purchased - I have a simple, repeatable method of updating AIMS location codes in ServiceNow	Procurement Request	1 - Critical
STRY0014561	Funding Code xfer to Purchase Line Item upon create	As a purchasing fulfiller I want when a user makes a request using the online purchase form and a purchase request has been generated by the system I want the funding code from the request to transfer into the purchase line item funding code field in the purchase line item so that I do not have to manually xfer this information into the line item from the originating request.	I know this story will be complete when: - A online purchase request is submitted and the purchase order has been created with a funding code attached. - When I open a purchase request and create a purchase order line item, the funding code for the line item is populated with the value from the original request.	Procurement Request	3 - Moderate
STRY0010463	The system shall display the form field: Unit Price (freeform)	As a purchase request fulfiller, I want the system to display the field "Unit Price" as a number field so that I can use this information as context when making decisions in fulfilling the request.	I will know this story is complete when: On the purchase order line item form, the mandatory field "Unit Price" is presented. A zero value is permitted for Purchase Requests where RCA is required and Purchase Requests of type RFQ/IFB/RFP/RFQS.	Procurement Request	1 - Critical

STRY0016473	The system should provide a recorded data point for invoice approver	As a reporting user, I want the system to capture the the department of the invoice approver in the data for purchase requests in a way that if the invoice approver's department should change in the future, the invoice approver's department remains the same as the day the purchase request was created so that I can ensure the integrity of finance reporting regardless of the internal movement of city employees.	I will know this story is complete when: - A field for the department of the invoice approver is available on the purchase request form. - The department for the invoice approver does not update if the invoice approver's department is updated.	Procurement Request	2 - High
STRY0010076	Add field "Business Justification" to Purchase Order Form	As a purchasing manager, I want to add the mandatory field "Business Justification" to the purchase order form so that users are required to provide a valid reason for the request.	I will know that this story is complete when: 1. A multi-line text field "Business Justification" is visible and mandatory on the purchase order form	Procurement Request	1 - Critical
STRY0010088	Configure Procurement Workflow to City of Austin Specifications	As a purchasing manager, I need to have the purchase order workflow configured, including approvals, tasks, and notifications, so that it meets the City's desired process flow.	I will know that this story is complete when: The Procurement Request workflow is configured according to the City's specifications, and contains all necessary approvals, work tasks, and email notifications to enable the City to create and fulfill servicenow purchase orders.	Procurement Request	2 - High

STRY0010475	The system shall have the ability to retain the old Invoice Approver's Department on a Purchase Request when the Invoice Approver has transferred to another de	Related BPR1- As a reporting analyst, I want the integrity of a Invoice Approver's "department" value in historical data to reflect the point-in-time value when user's are transferred to another department.	I will know this story is complete when: - The system stores the department of the selected Invoice Approver - If the Invoice Approver later changes departments, the department information stored in the original request of the Invoice Approver remains as identified when the request was generated (i.e. it does not update dynamically after generation of the request)	Procurement Request	3 - Moderate
STRY0010105	Develop a 'Funding Codes' Form Section for Allocations	As a Procurement Request submitter and purchasing manager, I want the system to display a list of up to 4 funding codes, formatted as separate 4-digit entries and labeled to indicate which piece of data is desired, along with the dollar amount or percentage of the purchase being allocated to each code, so that the codes can be validated with the proper format. NOTE: See 'Dependent Story' below for exact labeling of each 4-digit field	I will know that this story is complete when: - The fulfillers are also able to indicate how much of the total cost of the request is being allocated to each code ($ only) - The user should only be able to save a new purchase order line item so that funding codes can be added. - The funding code form should have a mandatory field called "Allocated Cost" - Add a field on the purchase order line item form called "Total funding allocated" that calculates the sum of all the related funding code records allocated costs.	Procurement Request	1 - Critical
STRY0010489	The system shall have the ability to assign permissions to delete attachments	As a system administrator, I want the ability to delete attachments from a record so that I can maintain the relevance of a records attachments	I know this story is complete when: - The system administrator has a role that can be assigned to users who need the ability to delete attachments - No other users cannot delete attachments	Procurement Request	2 - High

STRY0010124	Add State/Status Value "Returned Pending Customer Info"	As a purchasing manager, I need to add a state/status value "Returned Pending Customer Info" to be utilized when a review task of a request fails, so that I can inform the requester of a need for additional information.	I will know that this story is complete when: - On the purchase order form, there is a state/status value "Returned Pending Customer Info" that is triggered by a rejected approval sequence with reason "Updated Info Required" - When the purchase order status is once again "ordered", the approval sequence begins again. (see work notes)	Procurement Request	1 - Critical
STRY0010503	The system shall display the form field: Status unique to purchase request		The purchase order form should present a field "Status" that shows the following values (when appropriately triggered) - Requested (PR Saved, not ordered) - Departmental & Finance Review (PR not yet approved) - Hold - Pending Updated Info (PR rejected, status pending updated info) - Pending Purchase (PR Approved) - Purchased (AIMS Number Populated and saved) - Received Partial (Assets partially marked received) - Received (All assets marked received)	Procurement Request	3 - Moderate
STRY0010135	"Asset Tag" Mandatory for Receiving When Tangible Item Value > $500	As a finance manager, I want to make the "Asset Tag" field mandatory if a received item is tangible and has a value of more than $500, so that I have the information required to to track assets.	I will know that this story is complete when: 1. During receiving, if a received item is tangible and has a value greater than $500, the "Asset Tag" field becomes mandatory for the creation of the asset.	Procurement Request	1 - Critical
STRY0010927	The system should provide users with a label for each of the sets of 4 numbers. Fund, Department, Unit, Object then Activity, Reporting, Program and Program	As a submitter, I want the system to provide me with a label for each of the coding code 4-number groupings (Fund, Department, Unit, Object then Activity, Reporting, Program and Program Period) so that I can more clearly understand	The entry fields for each code of the funding code are labeled with the name of the code type for that field in a way that you can clearly delineate which code goes in which box.	Procurement Request	2 - High

		which code I need to enter in the field.			
STRY0010433	The total cost field on the PR should be calculated based on items.	As a purchase request fulfiller I want to know the total cost of the purchase request to be calculated based on the totals for items so that I can make informed decisions when fulfilling the request.	The "Total Cost" field calculates the sum of the total of the "Total Cost" of all the purchase order line items.	Procurement Request	1 - Critical
STRY0011964	Sole Source Reminder	The system should give users a reminder that attachments are required when a purchase order request is marked as sole-source.	- The system presents to the user a notation on their form when the "Sole source" checkbox is checked stating "NOTE: Sole-source purchase requests require the proper exception documentation be attached prior to submitting the request" - After saving a request with the sole source box checked, the system presents the user a notation on their form "Please attach Sole Source Letter, Certificate of Exemption, and Quote"	Procurement Request	4 - Low
STRY0010457	Make filters available for ACTIVE master agreements	As a purchase fulfiller, I want the system to filter the list of master agreements with only active agreements so that my purchase request can be properly fulfilled.	I will know this request is complete when: - I have a simple, repeatable process for pulling Master Agreements from AIMS - ServiceNow allows me to filter search the Master Agreement field by status (active, inactive) or vendor	Procurement Request	1 - Critical

STRY0015248	List of Invoices to be used with the "OK to Pay?" button	As a purchase request fulfiller I want to have a tab on the purchase form with a list of invoice numbers so that when a user submits the invoice number after clicking the "OK to Pay?" button, the system creates a record that will be displayed in the "Invoices" list along with the Vendor Name of the Purchase Request and the value of the "OK to Pay" checkbox field so that I can know which invoices are ready to pay and which are not.	I will know this story is completed when: - A table with required columns to support a list of invoice records related to the purchase request with columns "Invoice Number", "Vendor Name" and "OK to Pay" created - A tab on the purchase request form called "Invoices" is made available - A list of invoice records related to the purchase request showing "Invoice Number", "Vendor Name" and "OK to Pay" is displayed - The "OK to Pay" field is not editable by users - The "Vendor Name" comes from the Purchase Request 	Procurement Request	4 - Low
STRY0010469	The system shall have the ability to assign Item description (Configuration item) - Free Form Field	As an asset manager, I want the system to require a system class input so that I can standardize the item descriptions when managing assets. (Covered by product model)	I will know this story is complete when: The purchase fulfiller is provided a list of product models that match the commodity code selected. The purchase fulfiller is presented a mandatory string field "Short Description" in the Purchase Order Line Item form.	Procurement Request	1 - Critical
STRY0021787	Software License management Data	As a license manager and procurement manager I want the software assets for Box.com, GoToMyPC and GitHub added into ServiceNow with their related user allocations into the assets and user entitlements tables.	I will know this story has been met when: - Assets matching each of the software items matching the Box.com, GoToMyPC and Github are entered into ServiceNow with the following data points: - Purchase Order Line Item (Copied from the original Line item description) - Department - Entitlements (Copied from the quantity of the original line item) - User entitlements are updated to reflect the assigned users in Magic matched to the appropriate asset created from the original line item from the Magic Purchase Request 	Procurement Request	2 - High

STRY0010083	Create a Regular Import Method for Vendors	As a purchasing manager, I want to be able to regularly import a list of vendors, so that our vendor list is as current as possible and we reduce the number of instances where a vendor is not available to select in ServiceNow.	I will know that this story is complete when: I have a repeatable and simple method for regularly importing vendors into ServiceNow	Procurement Request	1 - Critical
STRY0010098	Create a Regular Import Method for Locations	As a purchasing manager, I want to be able to regularly import a list of locations, so that our location list is as current as possible and we reduce the number of instances where a location is not available to select in ServiceNow.	I will know that this story is complete when: I have a repeatable and simple method for regularly importing locations into ServiceNow	Procurement Request	3 - Moderate
STRY0010485	The system should have a way of enabling users to submit standardized purchase requests for items that are standard that will allow easier ordering of these sta	As a purchase request fulfiller, I want the system to be configured so that when a standard item is being request and must be purchased, that the purchase request details be pre-configured so that the purchase of standard items can be streamlined and made more efficient.	When the product model is required on the purchase order line form and a matching product model is not available, the user can create a matching product model that can be made available as a standard item.	Procurement Request	2 - High

STRY0010113	Mandatory Funding Code Elements - Department/Reporting or Activity Code	As a purchasing manager, I want the system to require either the 'Reporting' OR 'Object then Activity' elements of a funding code be entered when the 'Department' element ends in "7" or equals "1100", so that the Procurement Request submitter can reduce errors in submitted purchase requests.	I will know that this story is complete when: - The user fills out a 'Funding Code' row on the purchase order line item form, enters a 4-digit "Department" that ends with '7' or dept matches '1100', and the "Reporting"(if ends with 7 becomes mandatory) or "Reporting" AND "Activity" fields/elements become mandatory for submission(if it matches 1100). - The user removes the "Department" that ends with a '7' or matches '1100', and the "Reporting" and "Activity" fields/elements are no longer required.	Procurement Request	1 - Critical
STRY0010497	The system shall have the ability to assign Qty	As an asset manager, I want a field that can be modified by the asset manager or receiving agent that allows users to add a qty number type input to a configuration item received so that I can keep record of item quantities.	I will know this story is complete when: - On the form opened when the receiving agent on the Purchase Order form clicks the "Receive" button , a mandatory field "Quantity Received" is presented with no default value. - When the field is updated, the Purchase order line item field "Received quantity" is updated with the total number of items that have been received to-date on the purchase order line item.	Procurement Request	1 - Critical
STRY0010131	Add Fields to Capture "DO/CT/PO Number" Created by Purchasing System	As a purchasing manager, I want the system to have a field that captures the DO/CT/PO number that was created in AIMS, provide a way that the number can be discerned between DO/CT/PO, and the number should also be required prior to advancing the request to a 'Receiving' status/state, so that I can effectively associate data between the ITSM tool and	I will know this story is complete when: - There is a selection field on the purchase order form "AIMS document type" with the values "DO", "CT", and "PO", "GAX", "Procard" - Next to the selection field is a single-line text field "AIMS Number" field (tied to the AIMS document type) - These fields are mandatory before the State of the Purchase Order can change to "Receiving"	Procurement Request	1 - Critical

		the Purchasing tool.			
STRY0010511	The system shall display the form field: Delivery Address (Table)	As a purchase request fulfiller, I want the system to display the field "Delivery Address" as validated field so that I can ensure information entered into this field is consistent with the table of approved delivery addresses.	I will know this story is complete when: The purchase order form includes a field "Department contact address" which defaults to the "On behalf of" user address but when changed, pulls from the City of Austin address list.	Procurement Request	1 - Critical
STRY0010322	The system shall define an Acknowledgement SLA for each Incident Priority.	As a service owner, I want the system to enable me to define service levels for the time it takes for a ticket to be assigned to a group and to a fulfiller so that I can track the performance of tickets related to my service.	The SLA record contains tracking for the time it takes for any incident's state to go from "New" to "Resolved" (Resolution) The SLA record contains tracking for the time it takes for any incident's state to go from "New" and the incident's "Assignment group" to be completed (Routing) The SLA record contains tracking for the time it takes for any incident's state to go from "New" to "In Progress" (Response)	Procurement Request	1 - Critical
STRY0010938	Add location to the software piece	As an asset manager, I want the system to allow me to enter the location of any given software item so that I can track to which location the software is associated.	Phase II	Procurement Request	Not In Scope

STRY0010451	The system should offer a checkbox to identify an item is a sole-source item and then make requirements for certain attachments available.	As a purchase fulfiller, I want the system to offer purchase submitters an option to identify an item as a sole-source item so that the system can make an attachment mandatory so that I can ensure the proper fulfillment of the request.	I will know this story is complete when: The purchase order fulfiller is presented a checkbox "Sole-Source".	Procurement Request	1 - Critical
STRY0015202	When a PR is created whose source is an online request, transfer the details to new line items	As a purchase request fulfiller when I click the "New" button on the purchase request line item tab I want the system to transfer the matching details of the online request into the new Purchase Request Line item.	I will know this story is completed when: When I click new on a Purchase Request whose source is a request the Purchase Line Item is defaulted with the values from the request.	Procurement Request	4 - Low
STRY0010465	The system should include all fields found on the existing purchase item form (Get screen shot from Melissa R.)	As a purchase process owner, I want the system to be developed to include all of the fields found on the purchase item form in Magic so that we can capture all the necessary details to properly record a purchase item on a purchase request.	I will know this story is complete when: The fields presented in the purchase related forms match those in the purchase order data dictionaries provided by the CoA.	Procurement Request	1 - Critical
STRY0018762	Vendor Contact Information	As a purchase buyer I want the system to provide me with contact information fields (Name, PHone Number, Email) so that I can know who to contact when processing requests.		Procurement Request	4 - Low

		Submitted by Sai Xoomsai			
STRY0010078	Add field "Agreement Number" to the Purchase Order Form	As a purchasing manager, I want to add the field "Master Agreement " to the purchase order form, so that I can record this information in ServiceNow.	I will know that this story is complete when: 1. There is a reference field "Master Agreement " visible on the Procurement Request form pulling data from the contracts data table.	Procurement Request	1 - Critical
STRY0010093	Add Checkbox 'RCA' to the Form	As a purchasing manager, I need a checkbox for 'RCA' on the form, so that I can indicate a order will require a Request for Council Action (RCA).	I will know that this story is complete when: 1. There is a checkbox on the form called 'RCA'	Procurement Request	1 - Critical
STRY0010481	The system should also capture the RQM number / RQS Number and use a pull down to discern the number type.	As a purchase request fulfiller, I want the system to have a field that captures the RQM/RQS number and provide a way that the number can be discerned between RQM or RQS so that I can use that information to effectively associate data between the ITSM tool and AIMS.	I will know this story is complete when: - If the request type is "Competitive Solicitation" (Request for Proposal as of 10/2) then the "AIMS Document Type" options list only the following: - RQM - RQS - RQN 	Procurement Request	1 - Critical
STRY0010107	Labels for Funding Codes	As a Procurement Request submitter, I want the system to provide me with a label for each of the 4-number code groupings (Fund, Department, Unit, Object then Activity, Reporting,	I will know that this story is complete when: - Each 4-digit element of a funding code is clearly labeled to indicate the data that is desired - Fund, Department, Unit, and Program are the first four elements listed in each row, and are mandatory for submission - The Activity, Reporting, Program and Program Period codes are available when needed	Procurement Request	3 - Moderate

		Program and Program Period), as well as make the 'Fund', 'Department', 'Unit', and 'Program' elements mandatory, so that I can more clearly understand which code I need to enter in the field.			
STRY0010492	The system shall have the ability to assign Serial #	As an asset manager, I want a field that can be modified by the asset manager or receiving agent that allows users to add a serial number to a configuration item received so that I can keep record of assets.	I will know this story is complete when: - A receiving agent clicks the "Receive" button on the purchase request form, which present a form to collect asset information - A string field "Serial number" is presented - On the appropriate asset form types, a string field "Serial number" is presented	Procurement Request	1 - Critical
STRY0010127	Develop Ability for Tech Reviewer to Create Security Review/Approval	As a purchasing manager, I need the ability for the assigned technical reviewer to, during the technical review step of the workflow, indicate that a review/approval by the Security team is required, and the system to create an additional approval step for the Security team, so that we can insure that we're meeting our policy requirements for certain purchase items.	I will know this story is complete when: - The assigned technical reviewer has an option to indicate that a Security team review is required - If the technical reviewer has indicated it's required, ServiceNow activates a an approval sequence for the Security team as the next step to approval	Procurement Request	1 - Critical

STRY0010507	Ability to bulk upload purchase items.	As a purchase fulfiller, I want to be able to bulk create purchase item records with possible multiple funding strings so I do not have to manually create large numbers of purchase item records.	Phase II+	Procurement Request	Not In Scope
STRY0010137	Configure Ability to Mark Items within an Order as 'Received' or 'Returned'	As a receiving agent, I want to have the ability to mark items as 'Received' or 'Returned', so that I can track the order's completion and solve for returning items.	I will know that this story is complete when: 1. After a purchase request is is returned to the user, the status of the purchase request changes to "Hold - Pending updated info"	Procurement Request	1 - Critical
STRY0010932	The system should pull commodity codes from the master agreement when a master agreement is selected.	As a purchase submitter, I want the commodity codes to be filtered to those only valid for the master agreement so I can reduce errors in submitting my purchase request.	Need to address with Paul.	Procurement Request	1 - Critical
STRY0010437	When a file is attached to a request, it should name the file to something that resembles the original name. Further, if it were to name the files a certain w	As a finance manager, the document names are very long and have to be renamed. It would help if they matched closer to the original file name.	I will know this story is complete when: - Users of the system can identify currently Active Attachments (items used to actually used to generate purchasing documents, like the vendor's current quote) - If a user wants to modify the file name, the user can update the file name	Procurement Request	2 - High
STRY0012221	"Asset Tag" Mandatory for Receiving When Inangible (Software) Item Value > $5000	As a finance manager, I want to make the "Asset Tag" field mandatory if a received item is intangible (Software) and has a value of more than $5000, so that I have the information	I will know that this story is complete when: 1. During receiving, if a received item is software and has a value greater than $5000, the "Asset Tag" field becomes mandatory for the creation of the asset.	Procurement Request	1 - Critical

		required to to track licenses.			
STRY0010461	The system shall display the form field: Qty Ord (freeform)	As a purchase request fulfiller, I want the system to display the field "Quantity" as a number field so that I can use this information as context when making decisions in fulfilling the request.	I will know this story is complete when: The purchase order line item form presents an integer field "Quantity"	Procurement Request	1 - Critical
STRY0015255	Email from the Purchase Request Form	As a purchase request fulfiller I would like to send e-mails from the Purchase Request form so that I can communicate with users from that record and have all replies added to the history of the purchase request.	I will know this story is complete when: - On the purchase request form there is an option to send an e-mail - When the e-mail is sent, the e-mail is recorded in the Purchase Request notes - When a reply to the e-mail is received the reply and it's details are recorded in the Purchase Request Notes	Procurement Request	4 - Low
STRY0010471	The system shall have the ability to retain the old Requester Department on a Purchase Request when the Requester has transferred to another department.	As a reporting analyst, I want the integrity of a requester's "department" value in historical data to reflect the point-in-time value when user's are transferred to another department.	I will know this story is complete when: When department information of a purchase order is saved, it is saved as a field value separate of the original user information used to populate the record.	Procurement Request	3 - Moderate
STRY0010085	Ability to Identify AIMS Custodians by Department	As a purchasing manager, I need the ability to identify AIMS custodians by department, so that I can correctly identify the person responsible for received items.	I will know that this story is complete when: I have the ability to see which AIMS custodian is responsible for assets assigned to any given department	Procurement Request	1 - Critical

STRY0010103	Add Field 'Procurement Request Type' to Request Form	As a Procurement Request submitter, I want to identify the type of Procurement request as a "PR", "RFP", or "IFB", so that the purchase fulfiller can fulfill the request within business policy.	I will know that this story is complete when: - The user goes to submit a Procurement Request, and there is a drop-down field on the form "Procurement Request Type" - The field contains the following values: "Purchase Request", "Competitive Solicitation" - The field is defaults to null, and is mandatory in order to submit the request	Procurement Request	3 - Moderate
STRY0010487	The system should allow delegation of certain types of approvals.	As an ITSM owner, I want the system to enable people to assign delegate approvers so requests are not delayed in the case an approver is not available to approve a request.	I will know this story is complete when: - Approvers can assign and/or authorize delegates to approve items - Delegates can act on the behalf of the primary Approver	Procurement Request	2 - High
STRY0010118	Configure Ability to Calculate Totals up to 4 Decimal Points	As a purchasing manager, I want the system to calculate amounts with up to 4 decimal points, so that I can accurately input information into the financial system.	I will know that this story is complete when: 1. I have the ability to calculate amounts and totals in Procurement Requests/Purchase Orders with up to 4 decimal points	Procurement Request	1 - Critical
STRY0010499	The system shall have the ability to receive all or part of an order	As a receiving agent, I want to be able to update the purchase order in a way that I can mark part of the order received so that I know the order is not yet been completely received.	I will know this story is complete when: - A receiving fulfiller clicks the "Receive" button and only a partial list of assets are marked as received, the status of the PO changes to "Received - Partial" and the received button remains visible. - When a receiving fulfiller clicks the "Receive" button and all assets are marked as received, the status of the PO changes to "Received" and the received button is no longer visible. - The system does NOT send notifications to the "on behalf of" user at any point when received.	Procurement Request	1 - Critical

STRY0010133	Add "Commodity Code" Field to Form	As a purchasing manager, I need a field for "Commodity Code" on the fulfiller form, so that we can capture this information in all of our procurement requests.	I will know that this story is complete when: - There is a field "Commodity Code" visible on the fulfiller's form view of the purchase order line item, the product model and asset forms. - When there is a simple repeatable process for updating the available "Commodity Codes" referenced in the system.	Procurement Request	1 - Critical
STRY0010925	The system should be able to send out notifications on contract expiration dates and spending authority quarterly on a quarterly basis.	As a purchase submitter, the system should send me contract notifications for contract expirations and spending authority on a quarterly basis so that I can take the required action to maintain the contract.	Phase II	Procurement Request	Not In Scope
STRY0010431	The system should validate funding codes as active and valid against a daily refreshed data table	As a purchase request submitter, I want the system to validate funding codes that are entered by submitters and vs. showing all of them so as to reduce the amount of errors that cause delays.	The data provided for the "Funding Code" reference fields is updated at least daily using a solution that enables ServiceNow to receive data from an export of AIMS data.	Procurement Request	1 - Critical
STRY0010940	The system shall have barcode capabilities	As a delivery receiver, I want to be able to take qualifying items and assign them a bar code tag so that the item's details can be quickly recalled. As a field support fulfiller I want to be able to scan a devices bar code so that I can quickly pull up the devices details."	Phase II	Procurement Request	Not In Scope

STRY0010455	Make it available to users to filter the commodity codes by keyword	As a purchase submitter, I want to be able to filter commodity codes so that I can more easily identify the correct code to use in my purchase request.	I will know this request is complete when: - I have the ability to search available commodity codes by their number, name, or description - When the user selects a commodity code, they see only the relevant codes being used by CTM today.	Procurement Request	3 - Moderate
STRY0015234	Request OK to Pay	As a purchase request fulfiller when an invoice has been received for a purchase request I want to have a button called "OK to Pay?" that, when clicked, will prompt me to enter the invoice number to be approved and will send the purchase request submitter, invoice approver and department finance contact request to approve payment for invoice so that I can have documentation of approval for that invoice in the system.	I will know this story has been completed when: - A button called "OK to Pay?" is made available on the Purchase Request form - When the button is pressed, the system requests the invoice number requiring approval - When submitted, the Purchase Request Submitter, Invoice Approver and Department Finance Contact are sent the request to approve. - When submitted, the system creates a related invoice record made available in the "Invoices" tab on the Purchase Request - When any 1 of the 3 approvers approve the request, the approval request is complete - When the approval is complete the "OK to Pay" value on the related invoice is updated to "TRUE" - When the approval is complete, the system sends a notification to the purchase request assignment group of the approval. - The system should display in the approvals tab list the description of the invoice approval and invoice number, the person to whom the approval was sent and the state of the approval. - The list should filter approvals with a state of "Cancelled"	Procurement Request	4 - Low
STRY0010467	The system shall display the form field: Amount (qty ord*unit price)	As a purchase request fulfiller, I want the system to display the field "Amount" as a calculation of Qty * Unit Price so that I can use this information as context when making decisions in fulfilling the request.	I will know this story is complete when: On the purchase order form, a field "Total cost" is presented that contains the calculated sum of the total cost values of all purchase order lines	Procurement Request	1 - Critical

STRY0021353	Funding code message for missing codes	As a purchasing manager, i want to have a label on the funding code form stating "For missing or invalid funding codes, contact your departmental financial team"	I will know this story has been met when: I open the funding code form and a message at the bottom of the form statues "For missing or invalid funding codes, contact your departmental financial team."	Procurement Request	4 - Low
STRY0010081	Create Email Notification "Confirmed Received" for Purchase Orders	As a purchasing manager, I want an email to be sent to the invoice approver, as well as the CTM Accounts Payable and CTECC Purchasing Support groups, once an item is confirmed "Received" within ServiceNow, so that we know when an item has entered our stock, and it is OK to pay for it.	I will know that this story is complete when: - An item in a Purchase Order is marked "Received" within ServiceNow - An email is sent to the invoice approver for that item, as well as all members of the CTM Accounts Payable and CTECC Purchasing Support groups - The email contains information relevant to which item was received	Procurement Request	3 - Moderate
STRY0010095	Add 'Location Code' to Purchase Order Line Item Form and Make it Mandatory	As a purchasing manager, I want the location code to be required at the time the request is submitted so I am not required to chase down this information after the request has been submitted.	I will know that this story is complete when: A fulfiller goes to fill-out the purchase order line item form, and the reference field 'Location Code' is visible and mandatory in order to submit the purchase order line item.	Procurement Request	1 - Critical
STRY0010483	The system shall display the form field: Commodity Code (table/inventory catalog)	As a purchasing fulfiller, I need the system to display fields for purchase requests so that I can properly fulfill the request	I will know this story is complete when: The purchase order line item form presents a mandatory field "Commodity Code" that pulls from a table of commodity code	Procurement Request	1 - Critical

STRY0010109	Mandatory Funding Code Elements - Department/Program Period	As a purchase fulfiller, I want the system to require the Program and "Program Period" field of a funding code to be mandatory, if the "Fund" field starts with '6', so that the user is helped in reducing errors in purchase submissions.	I will know that this story is complete when: - The user fills out a 'Funding Code' row on the Procurement Request form, enters a 4-digit "Fund" that starts with '6', and the Program and "Program Period" field/element becomes mandatory for submission. - The user removes the "Fund" that starts with a '6', and the Program and "Program Period" field/element is no longer mandatory.	Procurement Request	1 - Critical
STRY0010495	The system shall have the ability to assign COA Asset tag #	As an asset manager, I want a field that can be modified by the asset manager or receiving agent that allows users to add a CoA Asset tag number to a configuration item received so that I can keep record of assets.	I will know this story is complete when: On Receive Item form, and on the associated asset form completed by the product model, for a purchase request line item and The system presents a mandatory field "CoA Asset Tag#".	Procurement Request	1 - Critical
STRY0010129	When a purchase order is rejected, require a reason	As a purchasing manager, I want to inform the purchase submitter of why a purchase order was rejected, and if "Other" is the selected option, then offer the person who rejected the request a field text field to explain the reasoning.	I will know that this story is complete when: - If a purchase order is rejected at any approval step in the workflow, a mandatory field "Rejected Reason" becomes visible on the form before the state is updated, containing a list of approved reasons from the Finance team, including "Other" - If "Other" is chosen, an additional multi-line text field becomes visible on the form for the assignee to detail the reason for the rejection	Procurement Request	2 - High
STRY0010509	Ability to bulk upload configuration items.	As receiving agent, I want to be able to bulk create configuration item records for multiple quantities received so I do not have to manually create large numbers of configuration item records.	Phase II+	Procurement Request	Not In Scope

STRY0010196	The system shall provide SLA Alerts and Notifications	As an incident fulfiller or an assignment queue manager, I want to receive notifications about incidents related to the status of the SLA so I can remain informed of the status of tickets whose SLA is threatened.	The system sends a notification to the assigned group manager for the incident when the SLA becomes threatened by XX minutes/hours?	Procurement Request	1 - Critical
STRY0010934	For RFP's they would need to be able to submit generally the same as purchase requests, but can be 0 value. Enable conversion of RFP to a purchase request	As a purchase fulfiller, I want the system to enable me to convert a purchase request that is an "RFP" to a purchase order after it has been approved so that I can trace the history of the purchase request from RFP to purchase order.	- The purchase fulfiller can select a purchase request of type "Competitive Solicitation (RFQ/IFB/RFP/RFQS)". *Vendor, Invoice Approver, Ship to, Master Agreement, is no longer required* - The purchase fulfiller completes the purchase request form - When "Competitive solicitation" is selected, purchase request line items are not available to be added - The AIMS Document type becomes mandatory and displays only the values "RQS/RQM/RQN" - The AIMS Document number becomes mandatory when the value is selected - When the fulfiller clicks the "Order" button, the Competitive solicitation purchase request is submitted through the standard approval process. - User is provided with a message stating "Note: A competitive solicitation document must be attached to complete this request" - When the competitive solicitation is approved, the Competitive solicitation purchase request goes into a status of "Pending Solicitation" <li style="font-size: 8.5pt; font-family: Verdana, sans-serif; color:	Procurement Request	3 - Moderate

	black;">In the related links (or Buttons)... - The purchasing agent is given the option to "Cancel". When clicked, the status turns to "Cancelled" - The purchase agent is given the option to "Close" When clicked the status turns to "Closed" - The Purchase agent is given the option to "Close and generate purchase request" - The status turns to "Closed with Purchase Request" - The "Initial Request" field of the created purchase request is populated with the source competitive solicitation purchase request. - The following values are NOT transferred to the purchase request: AIMS Document Type, Assignment Group, Assigned to, Business Justification

Amendment No. 3
to
Contract No. 5600 NC170000044
for
Cloud Based Service Desk Software
between
Carahsoft Technology Corp
and the
City of Austin

1.0 The above referenced contract is amended as follows:

Exercise an administrative increase of $60,000.

Extension Option No. 4 is hereby reduced to $295,091. This is a decrease of $94,879, to be exercised in the current option year.

2.0 The total contract amount is increased by $154,879.00 by this amendment. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/22/2017 – 12/21/2018	$779,197.00	$779,197.00
Amendment No. 1: Statement of Work Restatement	$0.00	$779,197.00
Amendment No. 2: Option 1 – Extension 12/22/2018 – 12/21//2019	$389,970.00	$1,169,167.00
Amendment No. 3: Administrative increase Partial early exercise of Option 4 amount	$154,879.00	$1,324,046.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Kristina Smith 3/11/2019

Printed Name: Kristina Smith
Authorized Representative

Carahsoft Technology Corp
1860 Michael Faraday Dr.
Suite 100
Reston, VA 20190

Sign/Date: 3/16/19

Printed Name: Gil Zilkha
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. ~~1~~ 2 BJT
to
Contract No. 5600 NC170000044
for
Cloud Based Service Desk Software
between
Carahsoft Technology Corp
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 27, 2018, through December 26, 2019. Three (12 month) options will remain.

2.0 The total contract amount is increased by $389,970.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/27/2017 – 12/26/2018	$779,197.00	$779,197.00
Amendment No. ~~1~~ (2) BJT: Option 1 – Extension 12/27/2018 – 12/26//2019	$389,970.00	$1,169,167.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Kristina Smith 12/04/18

Printed Name: Kristina Smith
Authorized Representative

Carahsoft Technology Corp
1860 Michael Faraday Dr.
Suite 100
Reston, VA 20190

Sign/Date: [signature] 12/10/18

Printed Name: Bartley Tyler
Authorized Representative

Sign/Date: [signature] 12/10/18

Printed Name: JAMES T HOWARD

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 1
to
Contract No. MA 5600 NC170000044
for
Cloud Based Service Desk Software
Between
CARAHSOFT TECHNOLOGY, CORP. ("Contractor")
And the City of Austin

This Amendment No. 1 ("Amendment"), effective as of the last date specified below ("Effective Date"), modifies that certain Contract No. MA 5600 NC170000044 by and between CARAHSOFT TECHNOLOGY, CORP., ("VENDOR") having offices at 1860 Michael Faraday Drive, Suite 100, Reston, VA. 20190 and the City of Austin, a home-rule municipality incorporated by the State of Texas (the "City" or "CUSTOMER"). In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.1 Statement of Work Restatement

The parties hereby agree that, as of the Amendment Effective Date, the ServiceNow Statement of Work (Carahsoft SOW SN110617), dated December 22, 2017, included in Exhibit B of the Contract is hereby restated and replaced in its entirety with Attachment A to this Amendment.

1.2 Term of Contract.

The term of the Contract remains unchanged.

1.3 Compensation.

The total Not-to-Exceed amounts for this Contract shall remain unchanged.

Except as modified herein, all other provisions of the Contract remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall govern.

In witness whereof, the parties have caused its duly authorized representatives to execute this Amendment on the date set forth below.

CARAHSOFT TECHNOLOGIES, CORP.		**CITY OF AUSTIN**	
By:	[signature]	By:	[signature]
Name:	Karina Woods	Name:	James T. Howard
Title:	Director	Title:	IT Procurement MGR
Date:	11/9/2018	Date:	11/19/18

Attachment Listing

Exhibit A - ServiceNow Statement of Work

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1. Project Scope

This section describes the specific objectives the CUSTOMER has set out to achieve through the provision of the in-scope application services

1.1 Introduction

This Statement of Work (SOW), is part of the Agreement between the CITY OF AUSTIN, known throughout this document as "CUSTOMER" and CARAHSOFT TECHNOLOGY CORP., known throughout this document as "VENDOR", and should be read and understood in the context of that Agreement

This SOW can only be altered in accordance with the contract change control procedure as set out in the section titled "Change Management" in this Agreement.

The VENDOR must provide the Services as described in this SOW to the CUSTOMER, including any additional services that the VENDOR has committed to provide during the contract term. The Services include all functions, tasks and responsibilities as accepted by the VENDOR.

The Services described in this SOW cover aspects of a ServiceNow implementation for IT Service Management and IT Service Management Operations.

The Services described in this SOW are intended to be comprehensive, but are not all-inclusive in describing the particular activities, resources or other details necessary for the proper performance of the Services.

The VENDOR must provide the Services described in this SOW as they evolve and change during the contract term, through the change control process. This may include modifying, changing, replacing, supplementing and enhancing the included Services over time.

Throughout this document, where references are made to equipment/hardware and applications supported, this is subject to CUSTOMER's approval and compliance with CUSTOMER's policies.

1.2 Statement of Work Objectives

1.2.1. The CUSTOMER wishes to replace the existing BMC Service Desk Express solution with ServiceNow.

1.2.2. The CUSTOMER further wishes to implement ServiceNow

1.2.3. The CUSTOMER further wishes that the implementation meet a "Like or Better" ITIL v3 best-practices implementation of ServiceNow and at minimum the features provided in the demo delivered by the VENDOR.

1.2.4. The CUSTOMER further wishes to realize continuous improvement of the ServiceNow implementation through the ServiceNow platform.

1.2.5. The CUSTOMER expects to deliver functionality with zero defects to its end users and customers

a) All projects will be delivered with zero critical defects

b) All projects will be delivered with all functional requirements verified and validated by the CUSTOMER.

1.2.6. VENDOR understands the objectives and ensures all required means to measure and report on project progress and the actual level of realization of the objectives above.

1.3 Project Scope

1.3.1. VENDOR will perform a review of the current CUSTOMER organization structure, staffing roles and responsibilities and compare it to a typical ITIL Service Management Organization (SMO) structure for a mature ITaaS organization as inputs for Core System Setup.

1.3.2. The VENDOR shall use the SMO recommendation results along with completed meetings with CUSTOMER to perform a gap analysis. The VENDOR will assist to align current business process with best practices and industry standards as inputs for workflow setup.

1.3.3. VENDOR will gather and prioritize CUSTOMER requirements, configure, implement, train and test, as close to out-of-box, the following module's requirements to leverage both the best practices inherent in ServiceNow and the CUSTOMER's modified processes:

a) Core System Setup
b) SDLC
c) Incident Management
d) Service Catalog and Request Management
e) Purchasing Requests
f) Knowledge Management

1.3.4. VENDOR will gather integration requirements from the CUSTOMER, configure and implement the following integration requirements:

j) Email configuration – VENDOR will be accountable for making the configurations necessary to send and receive email from the ServiceNow application
k)Single Sign-on (SSO) – VENDOR will be accountable for the configuration and troubleshooting of SSO.
l) SAML – VENDOR will load users, groups, and other required data (e.g. department) as directed by CUSTOMER
m) End User Portal

1.3.5. VENDOR will deliver on-site, the following training classes and learning material:
a) ServiceNow Foundations for IT Fulfillers
b) ServiceNow Administration for administrators

1.3.6. VENDOR will provide comprehensive project management services for the implementation of ServiceNow. The implementation is to close by end of first calendar quarter 2019.

1.3.7. VENDOR will configure and implement ServiceNow instances to support Development, Testing, Training and Production.

2. SERVICENOW TRAINING

The system Foundations training duration is 1 day. The duration of system administration and scripting training is six (6) days. Training will commence no sooner than two (2) weeks following project kickoff. VENDOR will provide the following training services to assist CUSTOMER with the Project:

2.1. VENDOR Deliverables

2.1.1. Training plan with curriculum and training materials

2.1.2. Provide a Training database and sandbox that can be refreshed on a scheduled basis to allow new users to preview the system in production.

2.1.3. Training Courses Delivered

2.2. VENDOR Tasks

2.2.1. Submit training plan for CUSTOMER approval (10 Days prior)

2.2.2. Prepare written training curriculum and materials

2.2.3. Conduct training

2.2.4. Provide trainees the opportunity to provide written feedback on the trainings

2.3. CUSTOMER Tasks

2.3.1. Review, accept and approve as required, deliverables for training

2.3.2. Meet with VENDOR's trainers to clarify requirements

2.3.3. Schedule CUSTOMER computer training room or alternate facilities

2.3.4. Communicate training schedule and expectations to CUSTOMER staff

2.4. Training Plan

2.4.1. ServiceNow Foundations Training

The Foundations course provides an introduction to the ServiceNow platform. Attendees learn about how to use and navigate the ServiceNow user interface, how to use various features and applications being implemented at the City of Austin, how to use role-based scenarios to show the workflow and interactivity of the ServiceNow platform, how to create and fulfill an incident and how to create and fulfill a request

2.4.2. System Administrator Training (3 Days)

Day 1 - Day 1 focuses familiarizing ServiceNow Administrators with ServiceNow, including understanding the core configuration and functions of the ServiceNow platform. With an emphasis on "hands-on" labs, training begins with a review of the foundational aspects of accessing and navigating ServiceNow. As part of the training, participants will to shown administrative "tricks and tips" from the Accenture instructor. Training attendees will be shown how to manage and modify the forms and lists that make up each ServiceNow application. Many of the examples will be based on the ServiceNow incident management application and are designed to teach techniques which apply to other application form or list in the system. Day1 training includes lessons on how to create and manage the relationships between and among users, groups, roles, and delegates. Day 1 I also has lessons on how ServiceNow manages tables and columns, including table extension, application creation, and inheritance.

Day 2 - Day 2 focuses on managing data utilizing import sets and update sets. These two ServiceNow mechanisms enable administrators to bring new data in, maintain it, and move customizations and configurations from one instance to another. Training will cover the knowledge base and service catalog. Both are considered "process applications" inside of ServiceNow and detail on each is provided.

Labs are included, which are designed to learn to create new knowledge articles and service catalog items. The result of the labs is an understanding of the creation and maintenance techniques for knowledge articles and service catalog items.

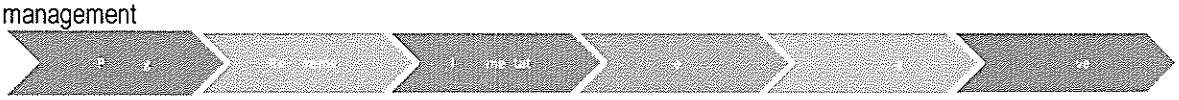
Day 2 covers workflows. Workflow automation in ServiceNow is a vital aspect of the system for administrators. This training module is designed to inform system administrators on how to create new workflows and to understand existing and operational workflows, particularly with respect to service catalog.
Day 3 - Day 3 focuses on ServiceNow core applications. Core applications refers to events and notifications, system upgrades, application security, and performance baselines.

Day 3 instruction in Service Administration. Service Administration covers: reporting, service level agreements (SLAs), customization and branding, and the popular social IT application. In the reporting module, administrators are informed about gauges and reports, which are key to configuring the client (user) experience. In addition, System Administrators are informed about SLAs, which are typically an important aspect of IT service management communication, measures, and reporting.

Day 3 finishes with an overview of the training using a case study. This "capstone" takes the students through the experience of the training, and reinforces it in a lab setting.
Scripting in ServiceNow

3. ServiceNow Implementation and Approach

VENDOR will utilize the Enablement Methodology to perform the Services. The Services will be performed in six phases (each a "Phase", collectively, the "phases"). The Services will be performed by a team comprised of personnel from VENDOR via VENDOR and CUSTOMER. (The "Project Team") The phases will be performed sequentially; however some Services will be performed in parallel, as determined by the Project Team. The VENDOR shall provide qualified personnel to perform project planning, project management and technical management



- Kickoff
- Roles
- Milestones

- Discovery
- Documentation & Review
- Sign-off

- Core System Setup
- Integration Configuration
- Application Configuration

- Unit testing
- Operational Readiness
- User Acceptance

- IT User training
- End User training

- Preparation
- Launch
- Post go-live support

3.1. Planning Phase

The VENDOR shall provide qualified personnel to perform project planning, project management and technical management. The format/structure/proposed content for all document-based deliverables will be submitted to the CUSTOMER prior to the creation of each deliverable to allow the CUSTOMER review prior to the VENDOR building them out.

3.1.1. VENDOR Deliverables

a) On-site Kick Off Meeting to introduce the Project team and discuss roles (Within 15 Business days of contract signing)
b) Provide resumes for all proposed resources for the CUSTOMER to review (10 Business Days prior to Kickoff)
c) Process for handling change of vendor resources (e.g., Attrition, Performance-related issues, etc...) (10 Business Days Prior to Kickoff)
d) Identify Project Management methodology/approach (10 Business Days prior to kickoff)
e) Draft Project Plan, Schedule and Joint Resource Plan which should include named resources, role and estimated utilization (%) for both the VENDOR and CUSTOMER (Within 15 Business days of contract signing)
f) Weekly Status Meetings (Weekly)
g) Project Status Reports
h) Weekly Work Plan Review
i) Provide UAT Entrance Criteria
j) Provide UAT Exit Criteria
k) Single point of contact for the quick resolution of technical issues.
l) Provide an escalation plan to resolve disputes between front-line contract managers
m) All on site VENDOR resources must pass the CTM CBI (Attached to this SOW)

3.1.2. VENDOR Tasks

a) Review Project Objectives and Project Scope
b) Assemble the VENDOR project team and assign responsibilities.
c) Attain CUSTOMER approval for all named resources and named replacement resources.
d) Schedule system administration training for the CUSTOMER
e) Plan project kick-off workshop
f) Begin security discussions to understand the approval requirements and what the triggers are.
g) Address CUSTOMER questions and provide answers
h) Establish and administer project management procedures to include contact information and guidelines for effective communications and documentation.
i) Prepare and maintain a detailed project plan which identifies and assigns tasks, shows major milestones, provides estimated start/end dates and indication of critical path.
j) Participate in ~~daily and~~ weekly scheduled meetings with CUSTOMER to review project status
k) Provide weekly status reports to CUSTOMER.
l) Provide weekly work plan reviews with CUSTOMER.
m) Track all actions associated with status meetings and project issues.
n) Coordinate orientation for VENDOR's key staff with CUSTOMER.
o) Measure, track and evaluate progress against the project plan.
p) Resolve deviations from the project plan with CUSTOMER ServiceNow project managers.
q) Review project tasks, schedules, and resources and make changes or additions, as appropriate.
r) Review and analyze project change requests, maintain change request log.

3.1.3. CUSTOMER Tasks

a) review, accept and approve as required Deliverables in this section
b) Assign a single point of contact that has the authority to make project related decisions and direct all project communications.
c) Create and maintain Master Implementation Project plan.
d) Review and accept/reject project change control requests.
e) Assist in scheduling meetings and providing meeting rooms as necessary.
f) Provide for security clearance to buildings and equipment.
g) Provide work space for VENDOR staff on-site at office 1124 S IH 35 Austin, Texas.
h) Provide Acceptance Criteria for all VENDOR Deliverables in this SOW
i) Provide Oversight/Stakeholder reporting.

3.2. Requirements Phase

The Project Team will document CUSTOMER's specific ServiceNow requirements. VENDOR will facilitate an on-site Requirements Gathering and Guidance Workshop to provide input into discussions regarding functionality, capabilities, and leading practices specific to the configuration of ServiceNow and the alignment to CUSTOMER workflows. VENDOR will also assist the CUSTOMER with the creation of a functional requirements recordand Notification Worksheets that will help the Project Team implement ServiceNow. The VENDOR shall review current organization structure and processes and provide recommendations to align current business process with best practices and industry standards. VENDOR will assist in gathering requirements for the in-scope ServiceNow modules (each a "Module", collectively the "Modules") and/or integrations to ServiceNow (each "Integration", collectively the "Integrations"):

3.2.1. VENDOR Deliverables

a) Introduce ServiceNow design and configuration standards
b) Provide recommended approach to implement additional ServiceNow applications
c) Provide documentation of specific customization of ServiceNow (and any associated scripts) used to accommodate process gaps, if there are any specifications.
d)Requirements and Acceptance Criteria logged in ServiceNow SDLC module
e) Requirements prioritized in ServiceNow by Phase

3.2.2. VENDOR Tasks

a) Review process describing out-of-the-box ServiceNow process functionality
b) Conduct meetings with CUSTOMER staff for gap analysis review of current business processes and to identify for recommendation to the CUSTOMER any changes in the organization that would enable an effective adoption of ServiceNow.
c) Review gap between current business practices with industry best practices and standards
d) Make recommendations to CUSTOMER management on how to incorporate changes in the organization to provide effective and efficient service to our customers
e)Conduct gap analysis meetings

f) Work with the CUSTOMER to collect requirements for ServiceNow product modules being delivered in the scope of work.
g) Work with the CUSTOMER to document, in ServiceNow, all requirements and acceptance criteria
h) Make recommendations to keep the ServiceNow platform operating at peak performance
i) Make recommendations for implementing additional ServiceNow applications

3.2.3. CUSTOMER tasks
a) Walk VENDOR through CUSTOMER processes
b) Review, accept and approve the recommendations and deliverables for the requirements phase
c) Identify staff to meet with VENDOR for requirements gathering
d) Provide process and organization documentation to the VENDOR
e) Facilitate meetings with VENDOR and CUSTOMER stakeholders
f) Assign a CUSTOMER business analyst to work with VENDOR analysts to clarify workflows
g) Provide a scribe to document requirements in SDLC

3.3. Implementation Phase

3.3.1. VENDOR Deliverables
a) CUSTOMER's ServiceNow staging instance configured and customized according to the accepted, prioritized and phased requirements with all in-scope integrations.
b) Deployment instructions and checklist for deployment to each environment, and for ServiceNow patches.

3.3.2. VENDOR Tasks
A) Core System Configuration:
i. Upgrade all CUSTOMER instances to the newest release of ServiceNow
ii. Cloning the production instance
iii. Activate core system level plugins
~~iv.~~ Complete configuration of the ServiceNow staging instance in line with user requirements
v. Add/Delete Demo Data, if required.
vi. Configure the SAML integration
vii. Setup of groups, users, roles and user criteria at initial preparation phase
viii. Configure calendar and time zone
ix. Import location data, as required.
x. Configure Live Feed parameters and group(s) for Portal Prior to UAT, lead product demos to validate deliverables are in line with expected functionality

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B) SAML Integration:
i. Configure SAML for appropriate City of Austin domains with a starting base of Organizational Units (OU) for users and a starting base of OUs for groups.

C) Module Configuration:

i. Create/Modify fields on the forms
ii. Create/Modify UI Policies
iii. Create/Modify Business Rules
iv. Create/Modify Client Scripts
v. Create or modify workflows with activities such as Approvals, Conditions, Notifications, Tasks, etc.
vi. Conduct import of existing CUSTOMER data and tables
vii. Create or modify Service Level Agreements
viii. Configure Assignment Rules
ix. Create or modify notifications related to modules
x. Configure roles and Access controls (Security)
xi. Configure Related Lists
xii. Configure inbound email processing so that records can be produced when an e-mail is received

D) Service Catalog and Employee Self-Service Portal:

i. Create a "generic" Service Request Catalog item intended as a basic "catch all" catalog item to be used for any request that doesn't fit the other specific requests
ii. Create up to but no more than One hundred and nineteen (119) unique catalog items that have their own defined workflow based on the delivered requirements from CUSTOMER and one Order Guide (NERF)items). Details below.

#	Short description	Description
1	Workforce Expansion - APD Cadet Access for CJIS Verified	Create a catalog item that can be used by APD training personnel to request new accounts and required activities to onboard a police cadet class and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
2	(Order Guide) Workforce Expansion (NERF)	As a member of the CTM service desk, I want an Order Guide for CTM-supported supervisors to be able to request systems, accounts, and access for new CTM employees, so that they can submit a request directly to the correct approvers and fulfillment group(s).
3	CTM/CSD – Workforce Transfer (TERF)	As a member of the CTM service desk, I want a catalog item for CTM-supported supervisors to be able to request creation of and/or changes to systems, accounts, and access for transferring CTM employees, so that they can submit a request directly to the correct approvers and fulfillment group(s). See attached Visio and Excel workbooks for the specific data and workflow requirements for this particular item.
4	CTM – Workforce Separation (SERF)	As a member of the CTM service desk, I want a catalog item for CTM-supported supervisors to be able to request harvesting of City assets and removal of access to City buildings and systems for separated CTM employees, so that they can submit a request directly to the correct approvers and fulfillment group(s). See attached Visio and Excel workbooks for the specific data and workflow requirements for this particular item.
5	AMANDA - New Account	See details for this requirement within the templates and flow charts in the acceptance criteria
6	Citrix - New Account	Create a catalog item that can be used by service desk agents to request Citrix new accounts and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
7	GoToMyPC - New Account	Create a catalog item that can be used by service desk agents to request GoToMyPC new accounts and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
8	NetMotion VPN - New Account	Create a catalog item that can be used by service desk agents to request NetMotion new account requests and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
9	AnyConnect - New Account	Create a catalog item that can be used by service desk agents to request AnyConnect new accounts and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
10	Building Access & Photo ID Badge (CTM) - New or Replace	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request replacement Badge and Building access for CTM team members.
11	Building Access & Photo ID Badge (APH/ANSV) - New or Repalce	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request replacement Badge and Building access for Austin Public Health and Animal Services team members.
12	Arbitrator (DMAV) - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the Arbitrator (DMAV) application.
13	CopLink - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the CopLink application.
14	DBNetGrid (Rostering) - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the DBNetGrid application for APD rostering.
15	FDM - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the FDM RMS application.
16	Digital CrimeScene - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the DCSMS application.
17	ePCR RescueNet - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the Arbitrator (DMAV) application.

18	Inform - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the Inform suite of applications.
19	Connect - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the Adobe Connect application.
20	Versadex - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the Versadex suite of applications.
21	CSR - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the Motorola CSR application.
22	Spok - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the Spok paging application.
23	Phone - Install/Move and Configure	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request phone services for new installs, moves and phone configuration for new or moved phones.
24	ProjectDox - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new or to request access to the ProjectDox application.
25	Computer - Install and Configure	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request a new device.
26	Door and Cabinet Access (CTM) - New or Replace	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for CTM personnel to request new or replacement door and cabinet access .
27	Pager (CTM) - New	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for CTM personnel to request a new pager.
28	Network and Email (O365) - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new access to the CoA network and to obtain an e-mail account.
29	Network and Email (Active Directory) - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for personnel to request new access to the CoA Public Safetynetwork and to obtain an e-mail account.
30	Workforce Expansion - CTM	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for items unique to onboarding a CTM new hire.
31	Workforce Expansion - Austin Public Health and Animal Services	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for items unique to onboarding an Austin Public Health or Animal Services employee.
32	Workforce Expansion - CSR/CIC/311	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for items unique to onboarding a CTM new hire.
33	Workforce Expansion - CTM Service Desk	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for items unique to onboarding a CTM service desk new hire.
34	ServiceNow - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for requesting a base user account for ServiceNow for all city employees.
35	ServiceNow - Update Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for requesting elevated account access for ServiceNow.
36	Box.com - New Account	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for requesting a user account for Box.com for all city employees.
37	Service Desk Online Request	Create a catalog item that will enable portal users to submit a general request for support that creates a new call record.
38	APD Outside User - New	Create a catalog item that can be used by the New Hire Order Guide (Phase I) for items unique to onboarding an APD Outside User asking for APD Applications Access.
39	Boards and Commissions - New/Update/Suspend	Create a catalog item that can be used by the City Clerk's office to add/change/suspend a boards and commission's user.
40	Add group attribute "CTM Performance Measure Tracking Group""	A new column has been added to the sys_user_group spreadsheet titled "CTM Performance Measure Tracking Group". This identifier needs to be added to groups the same way "CTM Support Group" Checkbox operates. Please see the attachment for more detail.
41	Box.com - Suspend Account	Create a catalog item that can be used by the Separate Employee Order Guide (Phase I) for requesting a user account suspension for Box.com.
42	Finance - Online Purchase Request	Create a catalog item that can be used to submit purchase requests to the finance team and when a computer is ordered, trigger the workflow necessary for the delivery and installation of that computer.
43	Banner Access - New Account	Create a catalog item that can be used by HR to add a banner user. This includes Banner Connectivity, Banner ERS Employee and Banner Data Warehouse Connectivity.
44	Criminal Background Investigation - New	Create a catalog item that will enable portal users to submit a request a Criminal Background Investigation for expansion of the City's workforce.
45	Infor Public Sector - New Account	Create a catalog item that can be used by the New Employee Order Guide (Phase I) for requesting a user account for Infor Public Sector.
46	GitHub - New Account	Create a catalog item that can be used by service desk agents to request a GitHub new account that creates task based records that will drive the workflow of request fulfillers in fulfilling the request.
47	AMANDA - Suspend Account	Create a catalog item that can be used by the Workforce Separation Order Guide, the service desk agents and managers to request the suspension of an AMANDA account that creates task based records that will drive the workflow of request fulfillers in fulfilling the request.
48	GoToMyPC - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a GoToMyPC account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
49	AnyConnect - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request the suspension of an AnyConnect accounts and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
50	GitHub - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a GitHub account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
51	NetMotion - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a NetMotion account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
52	Connect - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a GoToMyPC account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.

53	CSR - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a CSR account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
54	Building Access & Badging (for CTM Supported) - Suspend	Create a catalog item that can be used by the Workforce Separation order guide to request suspension of Building access and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
55	Spok - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a Spok account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
56	ServiceNow - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide to request suspension of a ServiceNow account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
57	Banner Access - Suspend Account	Create a catalog item that can be used by HR to suspend a banner user. This includes Banner Connectivity, Banner ERS Employee and Banner Data Warehouse Connectivity.
58	Hand Radio (CTM) - Return to Inventory	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request the return of a hand radio to inventory and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
59	FDM - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of an FDM account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
60	RightFax - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a RightFax account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
61	Service Desk Express - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a Service Desk Express account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
62	Pager (CTM) - Suspend	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension and return of a Pager and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
63	Workforce Separation - CSR/CIC/311	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a CSR/CIC/311 employee and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
64	Workforce Separation – CTM Service Desk	Create a catalog item that can be used by the Workforce Separation order guide to request suspension of a CTM Service Desk employee and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
65	Infor Public Sector - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of a Infor Public Sector account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
66	Network and Email - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide to request suspension of a users Active Directory account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
67	Inform - Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide, service desk agents and managers to request suspension of an Inform account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
68	Computer - Reimage	Create a catalog item that can be used by the Workforce Separation order guide, to request the reimage of a computer and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
69	Phone - Remove and Suspend Account	Create a catalog item that can be used by the Workforce Separation order guide to request suspension of a phone system account and to create task based records that will drive the workflow of request fulfillers in fulfilling the request.
70	CJIS Applications	As an APD Data Control fulfiller, I want the system to generate a task on all new CJIS application requests asking fulfillers to validate a CJIS certification is attached to the request (21) days after fulfillment of the request item so I can have a workflow triggered to control CJIS level access to applications.
71	Ad Hoc Request Item	Create a catalog item that will enable itil users to submit a bare-bones request item. This form will be used when fulfillers are unable to find a request item in the available list of catalog items.
72	Active Directory - Update Account	
73	AMANDA - Update Account	
74	AnyConnect (VPN) - Update	
75	Workforce Transfer - APD Sworn Employee	For Unit to Unit transfers
76	ArcGIS - Suspend Account	
77	Box.com - Update Account	
78	Building Access & Photo ID Badge - Update	
79	Connect - Update Account	
80	Crystal Reports - New Account	
81	CSR - Update Account	
82	CTECC Support Request Form	
83	Server Request (CTM) - New	
84	DBNetGrid (Rostering) - Update Account	
85	Equipment - Move	
86	FDM - Suspend Account	
87	GoToMyPC - Update Account	
88	IQ PIR Tracker - New Account	
89	Legal Name Change	Create for AUSPS and COACD alike
90	Moving On - Library	
91	Network and Email - Update Account	
92	Phone - Update Account	
93	Project Connect Activity	

94	Project Web Access - New	
95	Project Web Access - Suspend	
96	Project Web Access - Suspend	
97	Workforce Transfer - AFD Cadet	aka Promotion - AFD Cadet
98	Qlik Sense - New Account	
99	Qlik Sense - Suspend Account	
100	RightFax - New Account	
101	RightFax - Update Account	
102	Service Desk Express - Update Account	
103	Spok - Update Account	
104	Versadex - Update Account	
105	Workforce Separation - AFD	
106	Workforce Separation - APH/ANSV	
107	Workforce Separation - Non CSD	
108	Workforce Transfer - AFD Computer Access	
109	Workforce Transfer - APD Computer Access	
110	Workforce Transfer - APD Computer Access	
111	Workforce Transfer - From or To CTM or CSD	
112	Workforce Transfer - Outside Agency Access	
113	Xerox - Change Device	
114	Xerox - Move Device	
115	Xerox - New Device	
116	Banner - New, Update, Suspend Account	Create a catalog item that can be used by HRD_WEB_SERVICES to create, update, or suspend a banner user account/access. This includes, Banner User access, Banner Data Warehouse access, and Employee Retirement System (ERS) user access.

iii. Work with CUSTOMER to allow shadowing by CUSTOMER resource of VENDOR construction of 5 catalog items, as selected by the CUSTOMER. VENDOR will walk through the process over web sessions, address CUSTOMER questions, and guide CUSTOMER through area of risk, and common tasks within the process

i. Basic configuration of the Self-Service portal using ServiceNow Content Management, typically including tailoring the portal header to use the corporate logo and color scheme

E) <u>Additional VENDOR Tasks</u>

i. Update project risks, issues, decisions; actions and changes log
ii. Create release/deployment checklists and deployment instructions for refreshing data, configurations, any scripts per each environment
ii. Team-up VENDOR technical consultants with CUSTOMER System Administrators

iv. Perform and coordinate with CUSTOMER technical staff, database /system data migration, tuning and configuration.

Assist CUSTOMER ServiceNow administrators to build and populate business service maps and data tables. Provide assistance and documentation regarding how to address Data Mapping, Data Table Setup, upload/refresh data and environments; along with documentation regarding "How to do" regarding these items.

v. Perform required Quality Assurance Testing as mutually agreed by the VENDOR and CUSTOMER

F) CUSTOMER Tasks

vi. Review, accept and approve as required, the Deliverables listed in this section
vii. Assist VENDOR with configurations of the ServiceNow system
viii. Provide resources and relevant input to complete stories for all deliverables in this section by no later than completion of the Requirements Phase End Date in Section 8 below (Project Status).

3.4. Testing Phase

One of the final and critical project procedures that occur before the newly configured ServiceNow implementation will go-live.

3.4.1. VENDOR Deliverables

a) UAT appropriate Environment Built-out
b) Provide a clearly defined UAT Testing Phase Exit Criteria
c) Propose and garner UAT Test Plan approval from CUSTOMER (At least 5 Business Days post-implementation close)
d) Provide UAT training/orientation
e) Provide Mutually Agreed to Test Cases that comprehensively cover approved requirements
f) Provide a defect log of all failed test cases for tracking
g) Weekly Defect Review Meetings
h) No unresolved critical defects and all unresolved defects have a resolution plan unless otherwise approved by the CUSTOMER

3.4.2. VENDOR Tasks

a) Develop test cases that will comprehensively validate the system requirements identified in the Requirements Workshop
b) Manage the UAT Schedule
c) Track, Prioritize and Manage defects

3.4.3. CUSTOMER Tasks

a) Review, accept and approve as required VENDOR testing deliverables
b) Coordinate resources (People, Technology and Facilities) required to test the system
c) CUSTOMER shall verify the completed testing plans comply with CUSTOMER standards
d) Execute UAT test scripts
e) Submit defects

3.5. End-User Training Phase

3.5.1. CUSTOMER Tasks

a) Schedule and assign trainers for the training session
b) Coordinate resources (People, Technology and Facilities) required to deliver training.

3.6. Go-Live Phase

3.6.1. VENDOR Deliverables

a) Conduct Release Planning Checklists/Reviews
b) Establish single location for Go-Live support
c) Develop and Perform Deployment/Readiness Testing
d) Provide remote project support from the Accenture project team, for 30 days of post-go-live support following the go-live release on February 20,2019 of all Products (Portal, Procurement, Incident, Knowledge, Service Catalog Items, and one Order Guide). Purpose is to assist in resolving issues that may occur related to the configurations put in place or data structure design efforts by VENDOR.

3.6.2. VENDOR Tasks

a) Removing test data and preparing the instance for go-live. These Services can be performed remotely.
b) VENDOR will work with CUSTOMER change management to transition to production.
c) Cut over newly implemented configuration to CUSTOMER production system and refresh all environments.

d)
e)Provide level 2 end user support acting as an escalation should level 1 be unable or unavailable to address end user needs.

3.6.3. CUSTOMER Tasks

a) CUSTOMER will provide level 1 service desk platform support at physical Genius Bar[1]
b) Coordinate resources (People, Technology and Facilities) required to run Genius Bar.

[1] Genius Bar is a technical support station located at CUSTOMER offices that will be staffed by CUSTOMER to intake and manage end user issues or requests. It will be covered 24x7 with an on-call phone number during off peak hours or when the station is not staffed.

4. Vendor Project Roles and Responsibilities

VENDOR will provide the following team members as the base team for the CUSTOMER Project. (Note that team member participation may change and adapt throughout the project lifecycle):

This section has been edited to reference the VENDOR Role and VENDOR Role Description remains for this project. The VENDOR Full-Time Equivalent allocation removed as this does not impact this contract due to a fixed cost on delivery, Vendor is responsible to supply the resources needed to complete the need as per described by this amendment.

VENDOR Role	VENDOR Role Description	~~VENDOR Full-Time Equivalent (FTE) Allocation~~
Project Manager / Engagement Manager (EM)	Leads planning and implementation activities, develops project milestones, ensures timely execution of plan, directs activities for all contract staff. Produces weekly status reports. Manages project including cost, schedule, and change control (including the identification of change orders). Manages weekly calls and overall project health. Verifies requirements are captured and project is tracking as designed.	~~Planning: 100%~~ ~~Requirements: 100%~~ ~~Implementation: 10%~~ ~~Testing: 10%~~ ~~Training: 10%~~ ~~Go-Live: 10%~~ As needed to fulfill the contract
Business Analyst (BA)	Works with the CUSTOMER during the requirements phase to recommend business processes and maps these to ServiceNow functionality. Works with the Implementation Specialist to verify business requirements are met. Conducts requirements workshops and responsible for documenting agreed upon requirements.	~~Planning: 25%~~ ~~Requirements: 25%~~ ~~Implementation: 50%~~ ~~Testing: 50%~~ As needed to fulfill the contract
Sr. Implementation Specialist	Works with BA and Team to	As needed to fulfill the contract ~~Planning: 25%~~

(Sr. IS) * Technical Lead	design solution-based requirements. Suggests best practices. Very involved with system integrations and custom functionality. Provides IS development services.	~~Requirements: 25%~~ ~~Implementation: 75%~~ ~~Testing: 10%~~ ~~Go-Live: 10%~~

Implementation Specialist (IS)	Provides development skills for ServiceNow. Works with all members of the team to verify requirements are met. Provides cross training as needed.	As needed to fulfill the contract ~~Go-Live: 100%~~

VENDOR Role	VENDOR Role Description
Project Manager	Leads planning and implementation activities, develops project milestones, ensures timely execution of plan, directs activities for all contract staff. Produces weekly status reports
Business Analyst (BA)	Works with the CUSTOMER during the requirements phase to recommend business processes and maps these to ServiceNow functionality. Works with the Implementation Specialist to verify business requirements are met. Conducts requirements workshops and responsible for documenting agreed upon requirements.
Sr. Implementation Specialist (Sr. IS) * Technical Lead	Works with BA and Team to design solution-based requirements. Suggests best practices. Very involved with system integrations and custom functionality. Provides IS development services.

Implementation Specialist (IS)	Provides development skills for ServiceNow. Works with all members of the team to verify requirements are met. Provides cross training as needed.
Engagement Manager (EM)	Manages project including cost, schedule, and change control (including the identification of change orders). Manages weekly calls and overall project health. Verifies requirements are captured and project is tracking as designed.

5. Customer Project Roles and Responsibilities

CUSTOMER will provide the following team members as the base team for the Project. (Note that team member participation may change and adapt throughout the project lifecycle):

VENDOR Role	VENDOR Role Description	VENDOR Full-Time Equivalent (FTE) Allocation
Project Manager	Conduct project planning, management, co-ordination and financial control of the project with VENDOR Project Manager. Provide leadership and oversight of all project activities. Coordinating with VENDOR team and various CUSTOMER stakeholders, systems architects, and subject matter experts to agree on project objectives, develop and baseline a project schedule. Assist VENDOR team with the coordination of various CUSTOMERS stakeholders, systems architects, and CUSTOMERS subject matter experts to participate in meetings and workshops as deemed required. Participate	Planning: 100% Requirements: 75% Implementation: 50% Testing: 50% Go-Live: 100% Training: 50%

	in regular status meetings. Manage the quality and delivery of all CUSTOMERS deliverables and ensure on time delivery. Provide risk assessment and management of project risks. Manage project scope and change controls.	
Business Analyst (BA)	Works with the VENDOR BA, CUSTOMER process owners, managers and key stakeholders during the requirements phase to coordinate and provide business processes input and feedback. Works with the project team to verify business requirements are met. Participate in requirements workshops and work with VENDOR on documenting agreed upon requirements.	Planning: 100% Requirements: 100% Implementation: 50% Testing: 25% Go-Live: 25% Training: 25%
Systems Administrators	Attend ServiceNow foundation, administration and scripting classes during Planning phase. Works with project team and Implementation Specialists to design solution-based requirements. Work closely with VENDOR personnel and various CUSTOMER stakeholders, systems architects, and subject matter experts to provide input and feedback for software, architecture, specifications, technical interfaces and implementation plans. Perform ServiceNow configuration, where applicable, to enable CUSTOMER team to manage the platform after release.	Planning: 50% Requirements: 50 - 100% Implementation: 100% Testing: 100% Go-Live: 100% Training: 50%

Training Leads	Work with VENDOR to understand the training materials developed, attend train-the-trainer sessions and conduct end-user training with the greater CUSTOMER population. These resources can be combined with Process Owners/Managers, Project Manager or BA as necessary.	Planning: 25% Requirements: 25 - 50% Implementation: 25% Testing: 50% Go-Live: 100% Training: 100%
Project / Executive Sponsor(s)	Responsible for project oversight, escalations, and overall CUSTOMER participation. Participates in weekly meetings as requested. Verifies the budget is monitored and controlled. Works closely with the CUSTOMER Project Manager and/or VENDOR Delivery Lead to verify project is progressing as designed.	Planning: 10 - 25% Requirements: 5 - 10% Implementation: 5 - 10% Testing: 5 - 10% Go-Live: 5 - 10% Training: 5 - 10%

6. Project Assumptions

1. During the Requirements Phase, CUSTOMER will respond to detailed questions specific to the functionality being developed.
2. The CUSTOMER will work with VENDOR to clarify any requirements or to document gaps in requirements that have been identified.
3. Where the scope above or the related workflow is dependent on other systems, applications or functionality other than ServiceNow, this functionality already exists, or will be made available by CUSTOMER. This SOW does not include additional configurations to related non-ServiceNow applications.
4. Deliverables are required minimums for the project. VENDOR(s) is responsible for the coordination, preparation and delivery of all Deliverables.
5. Documents must be delivered in electronic format using current City of Austin CTM Microsoft Office standards and will follow a template conforming to City of Austin CTM documentation standards.
6. In the event that dependent applications or systems are not available; it may result in a delay of this project and/or an increase in the number of hours estimated and overall cost.

7. VENDOR efforts are limited to configurations related to ServiceNow. No modifications or customizations will be made to solutions or systems other than ServiceNow.
8. All work will be performed during normal business hours defined as Monday through Friday 8AM – 5PM (based on the CUSTOMER's primary office time zone) and excluding VENDOR company holidays. Any work requested outside of normal business hours must be previously arranged and mutually agreed upon. VENDOR will communicate its company holidays at least 30 days in advance.
9. Parts of the VENDOR work on the Project may be performed remotely unless otherwise specified in the SOW.
10. CUSTOMER will provide the necessary facilities for formal training to be conducted on site including: whiteboard or paper easel, projector or large display, guest network access for the instructor (wireless preferred).
11. Each training participant is to bring a laptop or have access to a desktop with proper Internet connectivity for hands-on lab assignments.
12. The course schedule and start date will be no sooner than 2 weeks from the time of execution of this SOW. Scheduling of training will be at a mutually agreeable time.
13. CUSTOMER will provide the following required information for shipping and delivery of course materials 2 weeks prior to class start:
    - Materials shipping/delivery address
    - Shipping contact name
    - Shipping contact phone number
    - CUSTOMER facility sign-in procedure
14. All training will be performed by VENDOR by a ServiceNow certified trainer.
15. VENDOR will provide one hard copy training manual for each registered student.
16. VENDOR will provide each registered student with access to a ServiceNow training instance, available during the period of the class.
17. CUSTOMER will confirm the number of participants 2 weeks prior to training and provide a listof attendees and email addresses for each participant to support class setup and instance assignment.
18. End-user training will be based on functionality and capabilities of ServiceNow as configured for the City of Austin.

7. Customer Obligations

In addition to any other responsibilities or duties described in this SOW, set forth below is a list of the obligations for which CUSTOMER is responsible, conditions on VENDOR performance, and assumptions upon which VENDOR has relied in agreeing to perform the Services described in this SOW on the terms set out herein (collectively "CUSTOMER's Obligations"). If any of CUSTOMER's Obligations are not performed or prove to be incorrect, it may cause changes to the Project schedule, fees and expenses, Work Products, level of effort required, or otherwise impact VENDOR's performance of the Services described in this SOW, and VENDOR will have no liabilitywith respect to its inability to perform the Services resulting there from.

1. CUSTOMER will commit the necessary resources and management involvement to support the Project and perform the agreed upon acceptance procedures in a timely manner.
2. Decisions to be made by the CUSTOMER will be made in full consideration of project schedule, resources and timelines.

3. Unless otherwise agreed to by the parties in writing, CUSTOMER will provide all software necessary for VENDOR to perform its obligations under this SOW.
4. CUSTOMER will be responsible for obtaining, at no cost to VENDOR, consents for VENDOR's use of any third-party products, including, but not limited to software, necessary for VENDOR to perform its obligations under this SOW.
5. The CUSTOMER ensures that it's operation and use of the services meet CUSTOMER requirements through the explicit approval of business requirements identified during the requirements phase of this SOW. Through this explicit approval, the CUSTOMER also understands and agrees that CUSTOMER will be responsible for determining whether the services and work products provided by VENDOR hereunder, including any revised business processes implemented pursuant to this SOW, (i) meet CUSTOMER's business requirements, (ii) comply with all federal, state and local laws, ordinances, codes, regulations and policies, and (iii) comply with CUSTOMER's applicable internal guidelines, long-term goals and any related agreements.
6. CUSTOMER will be responsible for the performance of other contractors or vendors engaged by CUSTOMER and in connection with the Project, even if VENDOR has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work. This excludes contractors and vendors directly contracted by the VENDOR.
7. CUSTOMER will be responsible for the contractual relationship with its third parties and for ensuring that they cooperate with VENDOR. (This excludes VENDOR's subcontractor(s).)
8. CUSTOMER will be responsible for determining if and how it will implement any recommendations made by VENDOR.

8. PROJECT STATUS

As of the date of signature of Amendment No.1 to the Agreement, the project status regarding is as follows:

COMPONENT	STATUS as of Signature of Amendment No.1	START DATE	COMPLETION DATE
3.1. **Planning Phase**	COMPLETE	3/1/2018	4/1/2018
3.2 **Requirements Phase** – All requirements excluding up to but not more than 79 Catalog Items	COMPLETE	3/1/2018	4/1/2018
3.2 **Requirements Phase** – Remaining Catalog Items, up to but not more than 79 Items	AWAITING SIGNATURE	10/26/2018 *	12/20/2018*
3.3 **Implementation Phase** - All requirements excluding up to but not more than 79 Catalog Items	COMPLETE	4/1/2018	9/20/2018
3.3 **Implementation Phase** - Remaining Catalog Items, up to but not more than 79 Items	AWAITING SIGNATURE	11/1/2018*	1/15/2019*
3.4 **Testing Phase** - All reqs with the exception of the remaining 79 Catalog Items	IN PROCESS	9/20/2018	10/31/2018
3.4 **Testing Phase** – Remaining Catalog Items, up to but not more than 79 Items	AWAITING SIGNATURE	1/15/2019*	2/15/2019*
3.5 **Go-Live Phase**	NOT STARTED	2/20/2019	2/20/2019
End of Warranty Period and GoLive	NOT STARTED	2/21/2019	3/28/2019

Support			

*To be updated upon Effective Date of Amendment No.1 to the Agreement

9. Financial Detail

VENDOR will provide the Services on a fixed fee basis. Based on the terms set forth in this SOW, VENDOR's fees for the Services will be **USD $418,839.73**, plus taxes as applicable. VENDOR will invoice this amount as follows in the project milestones below.

Invoice #	Project Milestone	Amount	Invoice Date
1	Delivery of ServiceNow Administration Training	$9,450.00	4/2018
2	Delivery of Initial Project Plan and CUSTOMER Approved Documentation of prioritized Requirements.	$99,984.94	5/2018
3	Delivery of initial 10 Catalog Items implemented and available in Sub-prod Systems	$109,434.94	10/21/2018 or Amendment No.1 Signature Date
4	Delivery of next phase of agreed work product including a net total of 40 Catalog items (additional 30 Catalog Items and 1 Order Guide for NERF) between CUSTOMER and VENDOR – Incident Management, Knowledge Management, Procurement, Request Management, and Portal – including test plans.	$49,992.47	10/21/2018 Or Amendment No.1 Signature Date
5	Completion of implementation and promotion of all catalog items (up to but not more than 79 Total Items) to Sub-Prod instance.	$50,000.00	1/16/2019
6	30 Calendar days after delivery of Work product in #5 above.	$49,984.94	2/16/2019
7	Completion of 30 day warranty support from VENDOR-delivered work product and defects caused by VENDOR activities beginning 2/20/2019.	$49,992.47	3/31/2019
	TOTAL	**$418,839.76**	

8.1 Payment Terms

All invoices are due 30 days from the Invoice Date. Overdue invoices will result in VENDOR pulling resources from the project and putting all services on "hold" until invoices have been paid in full.

Invoices will be submitted to the contact person identified below. If any invoice is disputed, VENDOR will be notified in writing by the contact person noted below including the disputed detail within 15 business days.

If notice is not received within 15 business days, the invoice(s) will be considered undisputed and payable based on the payment terms.

In the event state or local taxes are required, the City of Austin is responsible for those taxes and will be invoiced accordingly.

10. Change Management

Changes to the SOW, or the documents incorporated herein, must be mutually agreed upon by both VENDOR and CUSTOMER, and in writing through a Change Order to the SOW. Following the agreed to work, changes will be recorded as change requests. Change requests will be assessed in terms of impact on the scope, schedule and budget.

11. Project Commencement

The services outlined here will be scheduled to commence on the Effective Date of this SOW and shall end April 1, 2019.

12. Signatures

This SOW may be signed in counterparts, each of which shall be deemed an original for all purposes, and all of which when taken together will constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same counterpart.

By signing this SOW, the VENDOR agrees that the CUSTOMER's purchase of ServiceNow software and licenses meet the requirements needed to execute this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as identified below.

City of Austin.	Carahsoft Tech Corp.
Accepted	Accepted
By:	By:
Name: JAMES T. HOWARD	Name: Karina Woods
Title: IT Procurement Mgr	Title: Director
Date: 11/19/18	Date: 11/09/2018

CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
CARAHSOFT TECHNOLOGY, CORP. (“Contractor”)
For
Cloud Based Service Desk Software
MA-5600-NC170000044

This Contract is between CARAHSOFT TECHNOLOGY, CORP., having offices at 1860 Michael Faraday Drive, Suite 100, Reston, VA. 20190 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor’s Department of Information Resources Contract No. DIR-TSO-3926.

1.1 <u>This Contract is composed of the following documents:</u>

1.1.1 DIR-TSO-3926

1.1.2 This Contract

1.1.3 Exhibit A, Supplemental Terms

1.1.4 Exhibit B, Carahsoft Technology, Corp. Offer and ServiceNow Statement of Work

1.1.5 Exhibit C, Non-Discrimination Certification

1.1.6 Exhibit D, Non-Suspension or Debarment Certification

1.2 **<u>Order of Precedence</u>.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 DIR-TSO-3926

1.2.2 This Contract

1.2.3 Exhibit A

1.2.4 Exhibit B

1.3 **<u>Quantity.</u>** Quantity of goods or services as described in Exhibit B.

1.4 <u>Term of Contract.</u>

The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month extension option(s), subject to the extension of the cooperative contract (as referenced in Section 1.1.1 above), approval of the Contractor and the City Purchasing Officer or his designee.

1.5 **<u>Compensation</u>.** The Contractor shall be paid a total Not-to-Exceed amount of $779,197 for the initial Contract term and $389,970 for each extension option for a total amount Not-to- Exceed $2,339,077.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CARAHSOFT TECHNOLOGY CORP.	CITY OF AUSTIN
Ellen Lord	JAMES T. HOWARD
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Signature
Contracts Manager	PROCUREMENT MANAGER
Title:	Title:
December 27, 2017	12/27/17
Date:	Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	Carahsoft Technologies, Corp. Offer
Exhibit C	Non Discrimination Certification
Exhibit D	Non Suspension or Debarment Certification

Exhibit A
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Michael Edwards, Phone: 703-889-9761, Email Michael.edwards@carahsoft.com The City's Contract Manager for the engagement shall be Stephanie Moorer; Phone: 512-974-1885, Email: Stephanie.moorer@austintexas.gov **.**

   Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management (CTM)
Attention	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov

2. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

   http://www.gsa.gov/portal/category/21287

   No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

3. **Equal Opportunity**

   4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non- Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

   4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

4. **Right To Audit**

   5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to t amounts paid by the City to the Contractor under this Contract. Audits may occur one time per each twelve (12) month period. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

5. **Insurance**: Insurance is not required for this contract as Contractor will not carry out on-site work with the City.

5.1.1 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.1.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.1.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.1.1.2 Contractor/Subcontracted Work.

5.1.1.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.1.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.1.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.1.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.1.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.1.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.1.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.1.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.1.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.1.3.1 The Contractor's policy shall apply to the State of Texas.

6. **DATA LOCATION**: The Service Provider shall provide its Services to the City and its end users solely from data centers in the U.S. Storage of City Data at rest shall be located solely in data centers in the U.S. The Service Provider shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider shall provide technical user support on a 24/7 basis unless otherwise prohibited in this contract

7. **IMPORT AND EXPORT OF DATA:** The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.

8. **WARRANTY - PERFORMANCE***:* Provider represents and warrants that: (a) Subscription Services provided under any SaaS Subscription Schedule and Non-subscription Services provide under a Statement of Work shall be provided and performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry; (b) it shall use industry best practices to fulfill its obligations under ach SaaS Subscription Schedule and Statement of Work; and (c) any deliverables provided by Provider shall operate in conformance with the terms of this Master Software as a Service Agreement and the applicable SaaS Subscription Schedules and Statements of Work.

9. **WARRANTY – AUTHORITY***:* Provider warrants that it has all authority necessary to provide for Client's access and use of the Subscription Services and the Non-subscription Services for the purposes set forth in this Master Software as a Service Agreement, in any SaaS Subscription Schedule and in any Statement of Work. Provider further represents and warrants that sale, licensing or use of any of the Subscription Services and of the Non-subscription Services furnished under this Agreement does not and shall not infringe, misappropriate or otherwise violate any Third Party's intellectual property rights.

10. **WARRANTY – SOFTWARE***:* Unless otherwise expressly provided in this Master Software as a Service Agreement, a SaaS Subscription Schedule or Statement of Work, Provider for itself and for and on behalf of its service providers, licensors, employees and agents warrants that: (a) the functions contained in the Subscription Services and in any Non-subscription Services provided under this Agreement shall meet Client's requirements, (b) the operation of the Subscription Services and any Non-subscription Services shall be uninterrupted and error free, (c) the Subscription Services and any Non-subscription Services shall have the capacity to meet the demand during the times specified in the Subscription Services Schedule(s) and in the Statement(s) of Work for Non-subscription Services and (d) the Subscription Services shall work with future Desktop Specifications, as well as future releases of web browsers, and shall have both forward and backward functionality. Provider shall be liable for any damages that Client may suffer arising out of use of, or inability to use, the Subscription Services and Non-subscription Services provided under this Agreement. Without limitation, Provider's indemnification obligation under this section includes any claim, damage, loss or expense arising from or in connection with any act by an agent, contractor, subcontractor, consultant, or employee of Provider that results in, or is intended by such agent, contractor, subcontractor, consultant, or employee to result in, harmful or otherwise unauthorized access into any of Client's systems, data, Client's Confidential Information, or Client's technology

11. **WARRANTY – AGAINST UNDISCLOSED ILIICIT CODE**: Provider warrants that, unless authorized in writing by Client, any software program or any other part or portion of the Subscription

Services or Non-subscription Services developed by Provider, passed through to Client from Third Parties under this Agreement or provided to Client by Provider for use by Provider or Client shall:

A. Not contain any hidden file;

B. Not replicate, transmit or activate itself without control of a human operating the computing equipment on which it resides;

C. Not alter, damage or erase any data or computer programs without control of a human operating the computing equipment on which it resides;

D. Not contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, that restricts or may restrict use or access to any software programs, Subscription Services or Non-subscription Services developed or data created under this Agreement, based on residency on a specific equipment configuration, frequency of duration of use or other limiting criteria;

E. Not contain any virus, malicious, illicit or similar unrequested code, whether known or unknown to Provider; and

F. Not use electronic self-help, including but not limited to preventing electronically Client's further or continued use of and/or access to the subscription Services, No-subscription Services or any software or other portion thereof.

G. Notwithstanding any provision in this Agreement to the contrary, if any Subscription Service or Non-subscription Service has any of the foregoing attributes (collectively "Illicit Code"), Provider shall be in default of this Agreement, and no cure period shall apply unless approved by the City. At the request of and at no cost to Client, Provider shall remove any such Illicit Code from the licensed software as promptly as possible.

H. To protect Client from damages that may be caused intentionally or unintentionally by the introduction of Illicit Code into Client's computer systems, no software may be installed, executed or copied onto Client's equipment without an express warranty to Client that Illicit Code does not exist. Such warranty shall be set forth on an exhibit attached to and made a part of this Agreement.

I. Provider agrees that in the event of any dispute with Client regarding an alleged breach of this Agreement, Provider shall not use any type of electronic means to prevent or interfere with Client's use of any portion of the Subscription Services and Non-subscription Services. Provider understands that a breach of this provision could foreseeably cause substantial harm to Client and to numerous Third Parties having business relationships with Client.

12. DATA:

A. "Personal Data" means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

B. Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act

(FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.[1]

C. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

D. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

i. The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
ii. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.
iii. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the customer is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
iv. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The customer shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
v. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
vi. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

E. Compliance with Accessibility Standards. ServiceNow products are built to adhere to the following accessibility guidelines and principles, as applicable: (a) Section 508 Amendment to the Rehabilitation Act of 1973; and (b) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. Instructions on configuring the Subscription Service to use the accessibility features and ServiceNow's Voluntary Product Accessibility Template disclosure information for each of our Feature Release Families are available in the ServiceNow online documentation.

F. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.

G. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business.

[1] U.S. Department of Health and Human Services, National Institute of Health, HIPAA Privacy Rule, Definitions

The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing
sensitive personal information.

H. Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.

i. Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

ii. Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.

iii. Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data
breach in a timely manner.

I. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of service provider.

i. The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

ii. The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

iii. Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute[2] at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

[2] "2013 Cost of Data Breach Study: Global Analysis," Ponemon Institute, May 2013.

13. **BUSINESS CONTINUITY AND DISASTER RECOVERY:** The service provider shall provide a business continuity and disaster recovery plan upon request and will support the City's recovery time objective (RTO) of is met.

14. **TERMINATION AND SUSPENSION OF SERVICE***:*

A. In the event of a termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another industry standard format i.e SQL at a time agreed to by the parties and the subsequent secure disposal of City data.

B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.

C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

D. The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.

E. The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

15. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

A. Access to the Municipal Court Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Municipal Court Department building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the Municipal Court Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

16. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

Exhibit B

Carahsoft Technology Corp.

Offer

Notes:

Customer may purchase additional units of the subscription product (“Required Product ”) ordered at minimum quantity in each order at the subscription fee rate in accordance with the order quantity as set forth in the pricing matrix below, and the subscription fee for the additional units shall be prorated to the end of the subscription term; provided that (i) the parties execute an order form at least six (6) months prior to the end date of the subscription term of this order form; (ii) the Required Product continues to be made commercially available by ServiceNow and, if not, then the order shall be for ServiceNow’s then available product that is substantially equivalent to the Required Product; and (iii) the pricing model for the Required Product continues to be made commercially available by ServiceNow at the time of the subsequent order. Customer agrees that the pricing for the additional units is limited to the additional units only and shall not affect units of the subscription service that are already purchased.

Product	Type	Minimum Unit(s)	Maximum Unit(s)	Net Price(Monthly/Unit)
Service Management Suite v2 -Fulfiller User	Fulfiller User	1000	1500	$56.70
Service Management Suite v2 -Fulfiller User	Fulfiller User	1501	2000	$54.60
Service Management Suite v2 -Fulfiller User	Fulfiller User	2001	2500	$52.50
Service Management Suite v2 -Fulfiller User	Fulfiller User	2500	And Above	$50.40

Customer may purchase additional units of the subscription product (“Required Product ”) ordered at minimum quantity in each order at the subscription fee rate in accordance with the order quantity as set forth in the pricing matrix below, and the subscription fee for the additional units shall be prorated to the end of the subscription term; provided that (i) the parties execute an order form at least six (6) months prior to the end date of the subscription term of this order form; (ii) the Required Product continues to be made commercially available by ServiceNow and, if not, then the order shall be for ServiceNow’s then available product that is substantially equivalent to the Required Product; and (iii) the pricing model for the Required Product continues to be made commercially available by ServiceNow at the time of the subsequent order. Customer agrees that the pricing for the additional units is limited to the additional units only and shall not affect units of the subscription service that are already purchased.

Product	Type	Minimum Unit(s)	Maximum Unit(s)	Net Price(Monthly/Unit)
Approver User	Subscription	500	750	$12.86
Approver User	Subscription	751	1000	$12.60
Approver User	Subscription	1001	1250	$12.34
Approver User	Subscription	1250	And above	$12.08

Exhibit C

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

(1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON- DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this__________________day of____________________, ____________

CONTRACTOR _________________________

Authorized Signature _________________________

Title _________________________

Exhibit D

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title			

CARAHSOFT 'S RESPONSE TO THE

City of Austin

ServiceNow Statement of Work

Carahsoft SOW SN110617

ServiceNow Implementation Services

Thursday
November 16, 2017

CARAHSOFT TECHNOLOGY CORP.
1860 Michael Faraday Drive, Suite 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT .COM

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1. PROJECT SCOPE

This section describes the specific objectives the CUSTOMER has set out to achieve through the provision of the in-scope application services

1.1 Introduction

This Statement of Work (SOW), is part of the Agreement between the CITY OF AUSTIN, known throughout this document as "CUSTOMER" and CARAHSOFT TECHNOLOGY CORP., known throughout this document as "VENDOR", and should be read and understood in the context of that Agreement

This SOW can only be altered in accordance with the contract change control procedure as set out in the section titled "Change Management" in this Agreement.

The VENDOR must provide the Services as described in this SOW to the CUSTOMER, including any additional services that the VENDOR has committed to provide during the contract term. The Services include all functions, tasks and responsibilities as accepted by the VENDOR.

The Services described in this SOW cover aspects of a ServiceNow implementation for IT Service Management and IT Service Management Operations.

The Services described in this SOW are intended to be comprehensive, but are not all-inclusive in describing the particular activities, resources or other details necessary for the proper performance of the Services.

The VENDOR must provide the Services described in this SOW as they evolve and change during the contract term, through the change control process. This may include modifying, changing, replacing, supplementing and enhancing the included Services over time.

Throughout this document, where references are made to equipment/hardware and applications supported, this is subject to CUSTOMER's approval and compliance with CUSTOMER's policies.

1.2 Statement of Work Objectives

1.2.1. The CUSTOMER wishes to replace the existing BMC Service Desk Express solution with ServiceNow.

1.2.2. The CUSTOMER further wishes to implement ServiceNow in two phases

1.2.3. The CUSTOMER further wishes that the Phase I implementation meet a "Like or Better" ITIL v3 best-practices implementation of ServiceNow and at minimum the features provided in the demo delivered by the VENDOR.

1.2.4. The CUSTOMER further wishes that the Phase II implementation support ITIL v3 IT Service Management and IT Service Management Operations processes and framework.

1.2.5. The CUSTOMER further wishes to realize continuous improvement of the ServiceNow implementation through the ServiceNow platform.

1.2.6. The CUSTOMER further wishes to deliver functionality with zero defects to its end users and customers

a) All projects will be delivered with zero critical defects

b) All projects will be delivered with all functional requirements verified and validated by the CUSTOMER.

1.2.7. VENDOR understands the objectives and ensures all required means to measure and report on project progress and the actual level of realization of the objectives above.

1.3 Project Scope

1.3.1. VENDOR will perform a review of the current CUSTOMER organization structure, staffing roles and responsibilities and compare it to a typical ITIL Service Management Organization (SMO) structure for a mature ITaaS organization as inputs for Core System Setup.

1.3.2. The VENDOR shall use the SMO recommendation results along with completed meetings with CUSTOMER to perform a gap analysis. The VENDOR will assist to align current business process with best practices and industry standards as inputs for workflow setup.

1.3.3. In Phase I, VENDOR will gather and prioritize CUSTOMER requirements, configure, implement, train and test, as close to out-of-box, the following module's requirements to leverage both the best practices inherent in ServiceNow and the CUSTOMER's modified processes:

a) Core System Setup
b) SDLC
c) Incident Management
d) Service Catalog and Request Management
e) Purchasing Requests
f) Configuration Management/CMDB
g) Asset Management
h) Knowledge Management
i) Reporting

1.3.4. In Phase I, VENDOR will gather integration requirements from the CUSTOMER, configure and implement the following integration requirements:

j) LDAP – VENDOR will load users, groups and other required data (e.g. department) as directed by CUSTOMER
k) Email configuration – VENDOR will be accountable for making the configurations necessary to send and receive email from the ServiceNow application
l) Single Sign-on (SSO) – VENDOR will be accountable for the configuration and troubleshooting of SSO.

1.3.5. In Phase II, VENDOR will gather and prioritize CUSTOMER requirements, configure, customize, implement, train and test as required, any prioritized module requirements not completed in Phase I and for following modules, to leverage both the best practices inherent in ServiceNow and the CUSTOMER's approved processes:

a) Core System Setup
b) SDLC
c) Incident Management
d) Service Catalog and Request Management, including Purchasing Requests
e) Configuration Management/CMDB
a) Knowledge Management
b) Reporting
c) Asset Management
d) End User Portal
e) Event Management
f) Change Management
g) Problem Management

1.3.6. In Phase II, VENDOR will gather Bar Scanning requirements from the CUSTOMER, configure and implement the following integration's requirements

a) Bar scanning with ServiceNow and Asset Management

1.3.7. VENDOR will deliver on-site, the following training classes and learning material:

a) ServiceNow Foundations for IT Fulfillers
b) ServiceNow Administration for administrators
c) ServiceNow Scripting for Developers

1.3.8. VENDOR will provide comprehensive project management services for both the Phase I and Phase II implementations of ServiceNow. Phase I is expected to close within six (6) months of contract initiation. Phase II is expected to close within six (6) months of Phase I.

1.3.9. VENDOR will provide a roadmap and a blueprint of recommended organizational structure that enables CUSTOMER to successfully operate and maintain CUSTOMER's specific configuration of ServiceNow.

1.3.10. VENDOR will configure and implement ServiceNow instances to support Development, Testing, Training and Production.

2. SERVICENOW TRAINING

The system Foundations training duration is 1 day. The duration of system administration and scripting training is six (6) days. Training will commence no sooner than two (2) weeks following project kickoff. VENDOR will provide the following training services to assist CUSTOMER with the Project:

2.1. VENDOR Deliverables

2.1.1. Training plan with curriculum and training materials

2.1.2. Provide a Training database and sandbox that can be refreshed on a scheduled basis to allow new users to preview the system in production.

2.1.3. Training Courses Delivered

2.2. VENDOR Tasks

2.2.1. Submit training plan for CUSTOMER approval (10 Days prior)

2.2.2. Prepare written training curriculum and materials

2.2.3. Conduct training

2.2.4. Jointly develop training materials for the CUSTOMER internal self-service portal

2.2.5. Provide trainees the opportunity to provide written feedback on the trainings

2.2.6. Brand all documentation with City of Austin Information Technology branding

2.3. CUSTOMER Tasks

2.3.1. Review, accept and approve as required, deliverables for training

2.3.2. Meet with VENDOR's trainers to clarify requirements

2.3.3. Schedule CUSTOMER computer training room or alternate facilities

2.3.4. Communicate training schedule and expectations to CUSTOMER staff

2.3.5. Jointly develop training materials for the CUSTOMER internal self-service portal

2.4. Training Plan

2.4.1. ServiceNow Foundations Training

The Foundations course provides an introduction to the ServiceNow platform. Attendees learn about how to use and navigate the ServiceNow user interface, how to use various features and applications being implemented at the City of Austin, how to use role-based scenarios to show the workflow and interactivity of the ServiceNow platform, how to create and fulfill an incident and how to create and fulfill a request

2.4.2. System Administrator Training (3 Days)

Day 1 - Day 1 focuses familiarizing ServiceNow Administrators with ServiceNow, including understanding the core configuration and functions of the ServiceNow platform. With an emphasis on "hands-on" labs, training begins with a review of the foundational aspects of accessing and navigating ServiceNow. As part of the training, participants will to shown administrative "tricks and tips" from the Accenture instructor. Training attendees will be shown how to manage and modify the forms and lists that make up each ServiceNow application. Many of the examples will be based on the ServiceNow incident management application and are designed to teach techniques which apply to other application form or list in the system. Day1 training includes lessons on how to create and manage the relationships between and among users, groups, roles, and delegates. Day 1 l also has lessons on how ServiceNow manages tables and columns, including table extension, application creation, and inheritance.

Day 2 - Day 2 focuses on managing data utilizing import sets and update sets. These two ServiceNow mechanisms enable administrators to bring new data in, maintain it, and move customizations and configurations from one instance to another. Training will cover the knowledge base and service catalog. Both are considered "process applications" inside of ServiceNow and detail on each is provided.

Labs are included, which are designed to learn to create new knowledge articles and service catalog items. The result of the labs is an understanding of the creation and maintenance techniques for knowledge articles and service catalog items.

Day 2 covers workflows. Workflow automation in ServiceNow is a vital aspect of the system for administrators. This training module is designed to inform system administrators on how to create new workflows and to understand existing and operational workflows, particularly with respect to service catalog.
Day 3 - Day 3 focuses on ServiceNow core applications. Core applications refers to events and notifications, system upgrades, application security, and performance baselines.

Day 3 instruction in Service Administration. Service Administration covers: reporting, service level agreements (SLAs), customization and branding, and the popular social IT application. In the reporting module, administrators are informed about gauges and reports, which are key to configuring the client (user) experience. In addition, System Administrators are informed about SLAs, which are typically an important aspect of IT service management communication, measures, and reporting.

Day 3 finishes with an overview of the training using a case study. This "capstone" takes the students through the experience of the training, and reinforces it in a lab setting.
Scripting in ServiceNow

Day 1 - Day 1 starts with a review of JavaScript fundamentals and skills. With an emphasis on closing knowledge gaps for the new script writer and setting the benchmark for the JavaScript skills needed for the course and lab work. As part of the JavaScript review, students are given lab exercises in ServiceNow to ensure basic understanding of ServiceNow's Client Script interface. Client scripting lessons include debugging features in ServiceNow. Day one also takes students through a review of business rules and the related libraries available in ServiceNow. Day one objectives include differentiating between Client Side scripting and Server Side scripting. We close Day one with a review of lessons learned and things to avoid.

Day 2 - Day 2 focuses on Server Side scripting and kicks-off with understanding and developing ServiceNow events.
Moving on, Students will explore the Server Side in more detail including using GlideSystem and GlideRecord. Course work completes with using Server Side scripts inside of Script Actions and Scheduled Jobs.

Day 3 - Day 3 moves into Advanced Workflow Scripting. Students will learn to use and develop scripts inside of ServiceNow's Workflow Activities. Next are UI Actions with Client and Server Side executions. The day ends with instruction and labs on Script Includes and GlideAjax.

3. ServiceNow Implementation and Approach

VENDOR will utilize the Enablement Methodology to perform the Services. The Services will be performed in six phases (each a "Phase", collectively, the "phases"). The Services will be performed by a team comprised of personnel from VENDOR via VENDOR and CUSTOMER. (The "Project Team") The phases will be performed sequentially; however some Services will be performed in parallel, as determined by the Project Team. The VENDOR shall provide qualified personnel to perform project planning, project management and technical management

Planning	Requirements	Implementation	Testing	Training	Go-Live
• Kickoff • Roles • Milestones	• Discovery • Documentation & Review • Sign-off	• Core System Setup • Integration Configuration • Application Configuration	• Unit testing • Operational Readiness • User Acceptance	• IT User training • End User training	• Preparation • Launch • Post go-live support

3.1. Planning Phase

The vendor shall provide qualified personnel to perform project planning, project management and technical management. The format/structure/proposed content for all document-based deliverables will be submitted to the CUSTOMER prior to the creation of each deliverable to allow the CUSTOMER review prior to the VENDOR building them out.

3.1.1. VENDOR Deliverables

a) On-site Kick Off Meeting to introduce the Project team and discuss roles (Within 15 Business days of contract signing)
b) Provide resumes for all proposed resources for the CUSTOMER to review (10 Business Days prior to Kickoff)
c) Process for handling change of vendor resources (e.g., Attrition, Performance-related issues, etc…) (10 Business Days Prior to Kickoff)
d) Identify Project Management methodology/approach (10 Buisness Days prior to kickoff)
e) Draft Project Plan, Schedule and Joint Resource Plan which should include named resources, role and estimated utilization (%) for both the VENDOR and CUSTOMER (Within 15 Business days of contract signing)
f) Weekly Status Meetings (Weekly)
g) Weekly Project Status Reports
h) Weekly Work Plan Review
i) Provide UAT Entrance Criteria
j) Provide UAT Exit Criteria
k) Single point of contact for the quick resolution of technical issues.
l) Provide an escalation plan to resolve disputes between front-line contract managers
m) All on site VENDOR resources must pass the CTM CBI (Attached to this SOW)

3.1.2. VENDOR Tasks

a) Review Project Objectives and Project Scope
b) Assemble the vendor project team and assign responsibilities.
c) Attain CUSTOMER approval for all named resources and named replacement resources.
d) Schedule system administration training for the CUSTOMER
e) Plan project kick-off workshop
f) Begin security discussions to understand the approval requirements and what the triggers are.
g) Address CUSTOMER questions and provide answers
h) Establish and administer project management procedures to include contact information and guidelines for effective communications and documentation.
i) Prepare and maintain a detailed project plan which identifies and assigns tasks, shows major milestones, provides estimated start/end dates and indication of critical path.
j) Participate in daily and weekly scheduled meetings with CUSTOMER to review project status.
k) Provide weekly status reports to CUSTOMER.
l) Provide weekly work plan reviews with CUSTOMER.
m) Track all actions associated with status meetings and project issues.
n) Coordinate orientation for vendor's key staff with CUSTOMER.
o) Measure, track and evaluate progress against the project plan.
p) Resolve deviations from the project plan with CUSTOMER ServiceNow project managers.
q) Review project tasks, schedules, and resources and make changes or additions, as appropriate.
r) Review and analyze project change requests, maintain change request log.

3.1.3. CUSTOMER Tasks

a) Review, accept and approve as required Deliverables in this section
b) Assign a single point of contact that has the authority to make project related decisions and direct all project communications.
c) Create and maintain Master Implementation Project plan.
d) Review and accept/reject project change control requests.
e) Assist in scheduling meetings and providing meeting rooms as necessary.
f) Provide for security clearance to buildings and equipment.
g) Provide work space for vendor staff on-site at office 1124 S IH 35 Austin, Texas.
h) Provide Acceptance Criteria for all vendor Deliverables in this SOW
i) Provide Oversight/Stakeholder reporting.

3.2. Requirements Phase

The Project Team will document CUSTOMER's specific ServiceNow requirements. VENDOR will facilitate an on-site Requirements Gathering and Guidance Workshop to provide input into discussions regarding functionality, capabilities, and leading practices specific to the configuration of ServiceNow and the alignment to CUSTOMER workflows. VENDOR will also assist the CUSTOMER with the creation of a functional requirements record and Notification Worksheets that will help the Project Team implement ServiceNow. The vendor shall review current organization structure and processes and provide recommendations to align current business process with best practices and industry standards. VENDOR will assist in gathering requirements for the in-scope ServiceNow modules (each a "Module", collectively the "Modules") and/or integrations to ServiceNow (each "Integration", collectively the "Integrations"):

3.2.1. VENDOR Deliverables

a) Introduce ServiceNow design and configuration standards
b) Meeting with CUSTOMER to review current organizational structure
c) Provide report on organization changes that meet ITIL Service Management Organization (SMO) goals and objectives as it relates to ServiceNow implementation.
d) Provide recommended approach to implement additional ServiceNow applications
e) Provide documentation of specific customization of ServiceNow (and any associated scripts) used to accommodate process gaps.
f) Requirements and Acceptance Criteria logged in ServiceNow SDLC module
g) Requirements prioritized in ServiceNow by Phase
h) Document modifications to out of box workflows
i) Provide CUSTOMER UI Mock-ups reflecting the approved requirements for each module to be implemented.

3.2.2. VENDOR Tasks

a) Review process describing out-of-the-box ServiceNow process functionality
b) Conduct a conference room pilot to review the out-of-the-box ServiceNow tool functionality
c) Conduct meetings with CUSTOMER staff for gap analysis review of current business processes and to identify for recommendation to the CUSTOMER any changes in the organization that would enable an effective adoption of ServiceNow.
d) Review gap between current business practices with industry best practices and standards
e) Make recommendations to CUSTOMER management on how to incorporate changes in the organization to provide effective and efficient service to our customers
f) Conduct gap analysis meetings
g) Document workflow modifications
h) Present documentation to CUSTOMER project manager and ServiceNow administrators

i) Document gaps between current process and ITSM and SMO best practices
j) Work with the CUSTOMER to collect requirements for ServiceNow product modules being delivered in the scope of work.
k) Work with the CUSTOMER to document, in ServiceNow, all requirements and acceptance criteria
l) Make recommendations to keep the ServiceNow platform operating at peak performance
m) Make recommendations for implementing additional ServiceNow applications
n) Develop screen mockups of UI changes for at least 1 top use case for each ServiceNow module to be implemented.

3.2.3. CUSTOMER tasks

a) Walk VENDOR through CUSTOMER processes
b) Review, accept and approve the recommendations and deliverables for the requirements phase
c) Identify staff to meet with VENDOR for requirements gathering
d) Provide process and organization documentation to the VENDOR
e) Facilitate meetings with VENDOR and CUSTOMER stakeholders
f) Assign a CUSTOMER business analyst to work with vendor analysts to clarify workflows
g) Provide a scribe to document requirements in SDLC

3.3. plementation Phase

Implementation will be executed twice. The initial implementation will be to configure, customize and implement ServiceNow with the accepted and prioritized requirements for Phase I. The second implementation will be to configure, customize and implement ServiceNow with the accepted and prioritized requirements for Phase II. Requirements prioritization will be driven by business criticality and contractually available resources.

3.3.1. VENDOR Deliverables

a) CUSTOMER's ServiceNow staging instance configured and customized according to the accepted, prioritized and phased requirements with all in-scope integrations.
b) Daily 15 minute Stand-up Meetings (What did you do yesterday, What will you do today, What road blocks are in the way)

3.3.2. VENDOR Tasks

A) Core System Configuration:

i. Upgrade all CUSTOMER instances to the newest release of ServiceNow
ii. Cloning the production instance
iii. Activate core system level plugins
iv. Complete configuration and customization of the ServiceNow staging instance in line with user requirements as prioritized during the requirements workshop, workflow gap analysis and ITSM/SMO recommendations for the applications and integrations identified in the project scope of this document.
v. Add/Delete Demo Data, if required.
vi. Configure the LDAP integration
vii. Setup of groups, users, roles and user criteria
viii. Configure calendar and time zone
ix. Import location data, as required.
x. Configure Chat parameters, queues and groups
xi. Configure Live Feed parameters and group(s)

B) <u>LDAP Integration:</u>

i. Configure LDAP for appropriate City of Austin domains with a starting base of Organizational Units (OU) for users and a starting base of OUs for groups.

C) <u>Module Configuration:</u>

i. Create/Modify fields on the forms
ii. Create/Modify UI Policies
iii. Create/Modify Business Rules
iv. Create/Modify Client Scripts
v. Create or modify workflows with activities such as Approvals, Conditions, Notifications, Tasks, etc.
vi. Conduct import of existing CUSTOMER data and tables
vii. Create or modify module Homepages
viii. Create or modify Service Level Agreements
ix. Create or modify Inactivity Monitors related to the modules
x. Configure Assignment Rules
xi. Create or modify notifications related to modules
xii. Configure roles and Access controls (Security)
xiii. Configure Related Lists
xiv. Create or modify Survey's and their questions
xv. Create or modify single table reports related to the modules
xvi. Configure inbound email processing so that records can be produced when an e-mail is received

D) <u>Service Catalog and Employee Self-Service Portal:</u>

i. Create a "generic" Service Request Catalog item intended as a basic "catch all" catalog item to be used for any request that doesn't fit the other specific requests
ii. Create a "Model" service Request catalog item template intended to allow multiple catalog items to be created by importing items that fit the template (e.g., specific hardware models for a Hardware template)
iii. Create unique catalog items that have their own defined workflow (Up to 10 additional items)
iv. Support CUSTOMER project team to assist in creating additional 15 catalog items
v. Basic configuration of the Self-Service portal using ServiceNow Content Management, typically including tailoring the portal header to use the corporate logo and color scheme

E) <u>Additional VENDOR Tasks</u>

i. Update project risks, issues, decisions, actions and changes log
ii. Integrate CUSTOMER assets into ServiceNow IT Asset and CMDB
ii. Team-up VENDOR technical consultants with CUSTOMER System Administrators

iv. Perform and coordinate with CUSTOMER technical staff, database /system data migration, tuning and configuration.
v. Assist CUSTOMER ServiceNow administrators to build and populate business service maps and data tables

vi. Perform required Quality Assurance Testing as mutually agreed by the VENDOR and CUSTOMER

F) <u>CUSTOMER Tasks</u>

vii. Review, accept and approve as required, the Deliverables listed in this section
viii. Provide asset documentation in a file format that can be integrated into ServiceNow
ix. Assist vendor with configurations of the ServiceNow system

3.4. Testing Phase

One of the final and critical project procedures that occurs before the newly configured ServiceNow implementation will go-live. Testing will be executed twice: 1. The initial test for the implementation executed for Phase I requirements. 2. The second testing for the implementation executed for Phase II requirements.

3.4.1. <u>VENDOR Deliverables</u>

a) UAT appropriate Environment Built-out
b) Provide a clearly defined UAT Testing Phase Exit Criteria
c) Propose and garner UAT Test Plan approval from CUSTOMER (At least 5 Business Days post-implementation close)
d) Provide UAT training/orientation
e) Provide Mutually Agreed to Test Cases that comprehensively cover approved requirements
f) Provide a defect log of all failed test cases for tracking
g) Daily Defect Review Meetings
h) No unresolved critical defects and all unresolved defects have a resolution plan unless otherwise approved by the CUSTOMER

3.4.2. <u>VENDOR Tasks</u>

a) Load test environment with appropriate testing data set.
b) Develop test cases that will comprehensively validate the system requirements identified in the Requirements Workshop
c) Manage the UAT Schedule
d) Track, Prioritize and Manage defects

3.4.3. <u>CUSTOMER Tasks</u>

a) Review, accept and approve as required VENDOR testing deliverables
b) Coordinate resources (People, Technology and Facilities) required to test the system
c) CUSTOMER shall verify the completed testing plans comply with CUSTOMER standards
d) Execute UAT test scripts
e) Submit defects

3.5. End-User Training Phase

The VENDOR will develop two sets of training manuals (one for each implementation Phase) for each process area and will cover CUSTOMER-specific configurations. The content of these training sessions will be determined by the requirements implemented in their respective phases.

3.5.1. <u>VENDOR Deliverables</u>

a)Perform up to 3 on-site Phase I Train-the-Trainer sessions (1.5 hrs each or less)
b) Provide Go-Live Phase I Training Materials
c) Perform up to 3 on-site Phase II Train-the-Trainer sessions (1.5 hrs each or less)
d) Provide Go-Live Phase II Training Materials

e) VENDOR will provide a digital training raw files, class specific to the CUSTOMER's configuration for end users which CUSTOMER may use repeatedly for personnel training after this engagement has ended.

3.5.2. VENDOR Tasks

a) Develop phase I training manuals for the Train-the-Trainer session that include each process area, covering CUSTOMER specific configurations.

b) Develop phase II training manuals for the Train-the-Trainer session that include each process area, covering CUSTOMER specific configurations.

3.5.3. CUSTOMER Tasks

a) Schedule and assign trainers for the training session

b) Coordinate resources (People, Technology and Facilities) required to deliver training.

3.6. o-Live Phase

3.6.1. VENDOR Deliverables

a) Conduct Go-Live Checklist/Review

b) Establish single location for Go-Live support

c) Run a production pilot test

d) Provide remote support up to 20 hours after go-live to assist in resolving issues that may occur related to the configurations put in place.

3.6.2. VENDOR Tasks

a) Removing test data and preparing the instance for go-live. These Services can be performed remotely.

b) VENDOR will work with CUSTOMER change management to transition to production.

c) Cut over newly implemented configuration to CUSTOMER production system

d) Provide remote go-live support for the physical and virtual Genius Bar as needed during the one (1) week following Phase I go-live

e) Provide remote go-live support for the physical and virtual Genius Bar [1] as needed during the one (1) week following Phase II go-live

f) Provide level 2 end user support acting as an escalation should level 1 be unable or unavailable to address end user needs.

3.6.3. CUSTOMER Tasks

a) CUSTOMER will provide level 1 service desk platform support at physical Genius Bar staffing

b) Coordinate resources (People, Technology and Facilities) required to run Genius Bar.

[1] Genius Bar is a technical support station located at CUSTOMER offices that will be staffed by CUSTOMER to intake and manage end user issues or requests. It will be covered 24x7 with an on-call phone number during off peak hours or when the station is not staffed.

4. VENDOR PROJECT ROLES AND RESPONSIBILITIES

VENDOR will provide the following team members as the base team for the CUSTOMER Project. (Note that team member participation may change and adapt throughout the project lifecycle):

VENDOR Role	VENDOR Role Description	VENDOR Full-Time Equivalent (FTE) Allocation
Project Manager / Engagement Manager (EM)	Leads planning and implementation activities, develops project milestones, ensures timely execution of plan, directs activities for all contract staff. Produces weekly status reports. Manages project including cost, schedule, and change control (including the identification of change orders). Manages weekly calls and overall project health. Verifies requirements are captured and project is tracking as designed.	Planning: 100% Requirements: 75% Implementation: 50% Testing: 50% Training: 50% Go-Live: 100%
Business Analyst (BA)	Works with the CUSTOMER during the requirements phase to recommend business processes and maps these to ServiceNow functionality. Works with the Implementation Specialist to verify business requirements are met. Conducts requirements workshops and responsible for documenting agreed upon requirements.	Planning: 100% Requirements: 100% Implementation: 50% Testing: 25% Training: 25% Go-Live: 25%
Sr. Implementation Specialist (Sr. IS) * Technical Lead	Works with BA and Team to design solution-based requirements. Suggests best practices. Very involved with system integrations and custom functionality. Provides IS development services.	Planning: 25% Requirements: 25% Implementation: 25% Testing: 25% Training: 25% Go-Live: 10%

Implementation Specialist (IS)	Provides development skills for ServiceNow. Works with all members of the team to verify requirements are met. Provides cross training as needed.	Planning: 50% Requirements: 50% Implementation: 100% Testing: 50% Training: 50% Go-Live: 100%
Delivery Lead	Responsible for project oversight, escalations, and overall project delivery. Primary contact for CUSTOMER needs. Participates in weekly meetings as requested. Verifies the budget is monitored and controlled. Works closely with the EM to verify project is progressing as designed. Provides regular executive reports and meetings with the CUSTOMER Project / Executive Sponsor(s).	Planning: 25% Requirements: 25% Implementation: 10% Testing: 10% Training: 10% Go-Live: 10%

VENDOR Role	VENDOR Role Description
Project Manager	Leads planning and implementation activities, develops project milestones, ensures timely execution of plan, directs activities for all contract staff. Produces weekly status reports
Business Analyst (BA)	Works with the CUSTOMER during the requirements phase to recommend business processes and maps these to ServiceNow functionality. Works with the Implementation Specialist to verify business requirements are met. Conducts requirements workshops and responsible for documenting agreed upon requirements.
Sr. Implementation Specialist (Sr. IS) * Technical Lead	Works with BA and Team to design solution-based requirements. Suggests best practices. Very involved with system integrations and custom functionality. Provides IS development services.

Implementation Specialist (IS)	Provides development skills for ServiceNow. Works with all members of the team to verify requirements are met. Provides cross training as needed.
Engagement Manager (EM)	Manages project including cost, schedule, and change control (including the identification of change orders). Manages weekly calls and overall project health. Verifies requirements are captured and project is tracking as designed.
Delivery Lead	Responsible for project oversight, escalations, and overall project delivery. Primary contact for CUSTOMER needs. Participates in weekly meetings as requested. Verifies the budget is monitored and controlled. Works closely with the EM to verify project is progressing as designed.

5. CUSTOMER PROJECT ROLES AND RESPONSIBILITIES

CUSTOMER will provide the following team members as the base team for the Project. (Note that team member participation may change and adapt throughout the project life cycle):

VENDOR Role	VENDOR Role Description	VENDOR Full-Time Equivalent (FTE) Allocation
Project Manager	Conduct project planning, management, co-ordination and financial control of the project with VENDOR Project Manager. Provide leadership and oversight of all project activities. Coordinating with VENDOR team and various CUSTOMER stakeholders, systems architects, and subject matter experts to agree on project objectives, develop and baseline a project schedule. Assist VENDOR team with the coordination of various CUSTOMERS stakeholders, systems architects, and CUSTOMERS subject matter experts to participate in meetings and workshops as deemed required. Participate	Planning: 100% Requirements: 75% Implementation: 50% Testing: 50% Training: 50% Go-Live: 100%

	in regular status meetings. Manage the quality and delivery of all CUSTOMERS deliverables and ensure on time delivery. Provide risk assessment and management of project risks. Manage project scope and change controls.	
Business Analyst (BA)	Works with the VENDOR BA, CUSTOMER process owners, managers and key stakeholders during the requirements phase to coordinate and provide business processes input and feedback. Works with the project team to verify business requirements are met. Participate in requirements workshops and work with VENDOR on documenting agreed upon requirements.	Planning: 100% Requirements: 100% Implementation: 50% Testing: 25% Training: 25% Go-Live: 25%
Systems Administrators	Attend ServiceNow foundation, administration and scripting classes during Planning phase. Works with project team and Implementation Specialists to design solution-based requirements. Work closely with VENDOR personnel and various CUSTOMER stakeholders, systems architects, and subject matter experts to provide input and feedback for software, architecture, specifications, technical interfaces and implementation plans. Perform ServiceNow configuration, where applicable, to enable CUSTOMER team to manage the platform after release.	Planning: 50% Requirements: 50 - 100% Implementation: 100% Testing: 100% Training: 50% Go-Live: 100%

Training Leads	Work with VENDOR to understand the training materials developed, attend train-the-trainer sessions and conduct end-user training with the greater CUSTOMER population. These resources can be combined with Process Owners/Managers, Project Manager or BA as necessary.	Planning: 25% Requirements: 25 - 50% Implementation: 25% Testing: 50% Training: 100% Go-Live: 100%
Project / Executive Sponsor(s)	Responsible for project oversight, escalations, and overall CUSTOMER participation. Participates in weekly meetings as requested. Verifies the budget is monitored and controlled. Works closely with the CUSTOMER Project Manager and/or VENDOR Delivery Lead to verify project is progressing as designed.	Planning: 10 - 25% Requirements: 5 - 10% Implementation: 5 - 10% Testing: 5 - 10% Training: 5 - 10% Go-Live: 5 - 10%

6. PROJECT ASSUMPTIONS

1. During the Requirements Phase, CUSTOMER will respond to detailed questions specific to the functionality being developed.
2. The CUSTOMER will work with VENDOR to clarify any requirements or to document gaps in requirements that have been identified.
3. Where the scope above or the related workflow is dependent on other systems, applications or functionality other than ServiceNow, this functionality already exists, or will be made available by CUSTOMER. This SOW does not include additional configurations to related non-ServiceNow applications.
4. Deliverables are required minimums for the project. VENDOR(s) is responsible for the coordination, preparation and delivery of all Deliverables.
5. Documents must be delivered in electronic format using current City of Austin CTM Microsoft Office standards and will follow a template conforming to City of Austin CTM documentation standards.
6. In the event that dependent applications or systems are not available; it may result in a delay of this project and/or an increase in the number of hours estimated and overall cost.

7. VENDOR efforts are limited to configurations related to ServiceNow. No modifications or customizations will be made to solutions or systems other than ServiceNow.
8. All work will be performed during normal business hours defined as Monday through Friday 8AM – 5PM (based on the CUSTOMER's primary office time zone) and excluding VENDOR company holidays. Any work requested outside of normal business hours must be previously arranged and mutually agreed upon. VENDOR will communicate its company holidays at least 30 days in advance.
9. Parts of the VENDOR work on the Project may be performed remotely unless otherwise specified in the SOW.
10. CUSTOMER will provide the necessary facilities for formal training to be conducted on site including: whiteboard or paper easel, projector or large display, guest network access for the instructor (wireless preferred).
11. Each training participant is to bring a laptop or have access to a desktop with proper Internet connectivity for hands-on lab assignments.
12. The course schedule and start date will be no sooner than 2 weeks from the time of execution of this SOW. Scheduling of training will be at a mutually agreeable time.
13. CUSTOMER will provide the following required information for shipping and delivery of course materials 2 weeks prior to class start:
    - Materials shipping/delivery address
    - Shipping contact name
    - Shipping contact phone number
    - CUSTOMER facility sign-in procedure
14. All training will be performed by VENDOR by a ServiceNow certified trainer.
15. VENDOR will provide one hard copy training manual for each registered student.
16. VENDOR will provide each registered student with access to a ServiceNow training instance, available during the period of the class.
17. CUSTOMER will confirm the number of participants 2 weeks prior to training and provide a list of attendees and email addresses for each participant to support class setup and instance assignment.
18. End-user training will be based on functionality and capabilities of ServiceNow as configured for the City of Austin.

7. CUSTOMER OBLIGATIONS

In addition to any other responsibilities or duties described in this SOW, set forth below is a list of the obligations for which CUSTOMER is responsible, conditions on VENDOR performance, and assumptions upon which VENDOR has relied in agreeing to perform the Services described in this SOW on the terms set out herein (collectively "CUSTOMER's Obligations"). If any of CUSTOMER's Obligations are not performed or prove to be incorrect, it may cause changes to the Project schedule, fees and expenses, Work Products, level of effort required, or otherwise impact VENDOR's performance of the Services described in this SOW, and VENDOR will have no liability with respect to its inability to perform the Services resulting therefrom.

1. CUSTOMER will commit the necessary resources and management involvement to support the Project and perform the agreed upon acceptance procedures in a timely manner.
2. Decisions to be made by the CUSTOMER will be made in full consideration of project schedule, resources and timelines.

3. Unless otherwise agreed to by the parties in writing, CUSTOMER will provide all software necessary for VENDOR to perform its obligations under this SOW.
4. CUSTOMER will be responsible for obtaining, at no cost to VENDOR, consents for VENDOR's use of any third-party products, including, but not limited to software, necessary for VENDOR to perform its obligations under this SOW.
5. The CUSTOMER ensures that it's operation and use of the services meet CUSTOMER requirements through the explicit approval of business requirements identified during the requirements phase of this SOW. Through this explicit approval, the CUSTOMER also understands and agrees that CUSTOMER will be responsible for determining whether the services and work products provided by VENDOR hereunder, including any revised business processes implemented pursuant to this SOW, (i) meet CUSTOMER's business requirements, (ii) comply with all federal, state and local laws, ordinances, codes, regulations and policies, and (iii) comply with CUSTOMER's applicable internal guidelines, long-term goals and any related agreements.
6. CUSTOMER will be responsible for the performance of other contractors or vendors engaged by CUSTOMER and in connection with the Project, even if VENDOR has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work. This excludes contractors and vendors directly contracted by the VENDOR.
7. CUSTOMER will be responsible for the contractual relationship with its third parties and for ensuring that they cooperate with VENDOR. (This excludes VENDOR's subcontractor(s).)
8. CUSTOMER will be responsible for determining if and how it will implement any recommendations made by VENDOR.

8. FINANCIAL DETAIL

VENDOR will provide the Services on a fixed fee basis. Based on the terms set forth in this SOW, VENDOR's fees for the Services will be USD $418,839.73, plus taxes as applicable. VENDOR will invoice this amount as follows in the project milestones below.

Invoice #	Project Milestone	Amount	Milestone Date
1	Delivery of ServiceNow Administration Training	$9,450.00	
2	Delivery of Scripting in ServiceNow Training	$9,450.00	
3	Delivery of Initial Project Plan and CUSTOMER Approved Documentation of prioritized Requirements.	$99,984.94	
4	Delivery of Phase I ServiceNow Configuration Update Sets and Approved Exit of Phase I User Acceptance Training	$99,984.94	
5	Completion of Phase I Go-Live and Post Launch	$49,992.47	

	Support		
6	Delivery of Phase II ServiceNow Configuration Update Sets and Approved Exit of Phase II User Acceptance Testing	$99,984.94	
7	Completion of Phase II Go-Live and Post Launch Support	$49,992.47	
	TOTAL	**$418,839.76**	

7.1 Payment Terms

All invoices are due 30 days from the Invoice Date. Overdue invoices will result in VENDOR pulling resources from the project and putting all services on "hold" until invoices have been paid in full.

Invoices will be submitted to the contact person identified below. If any invoice is disputed, VENDOR will be notified in writing by the contact person noted below including the disputed detail within 15 business days.

If notice is not received within 15 business days, the invoice(s) will be considered undisputed and payable based on the payment terms.

In the event state or local taxes are required, the City of Austin is responsible for those taxes and will be invoiced accordingly.

9. Change Management

- Changes to the SOW, or the documents incorporated herein, must be mutually agreed upon by both VENDOR and CUSTOMER, and in writing through a Change Order to the SOW. Following the agreed to work, changes will be recorded as change requests. Change requests will be assessed in terms of impact on the scope, schedule and budget.

10. Project Commencement

- The services outlined here will be scheduled to commence on the Effective Date of this SOW and shall end December 31, 2019.

11. Signatures

- This SOW may be signed in counterparts, each of which shall be deemed an original for all purposes, and all of which when taken together will constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or the same counterpart.
- By signing this SOW, the VENDOR agrees that the CUSTOMER's purchase of ServiceNow software and licenses meet the requirements needed to execute this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as identified below.

City of Austin.	Carahsoft Tech Corp.
Accepted	Accepted
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

schellman
Schellman & Company, LLC
4010 W Boy Scout Blvd, Suite 600
Tampa, Florida 33607

Tel: 1.866.254.0000
Fax: 1.866.971.7070

Mr. Yuval Cohen
Vice President, Chief Information Security Officer
ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, California, 95054

February 14, 2017

Dear Mr. Cohen:

As you know, ServiceNow was recently the subject of an ISO 27001:2013 surveillance review. The review was performed from August through September 2016. The purpose of the review was to assess the information security management system (ISMS) of ServiceNow's enterprise cloud-based solutions services in accordance with the ISO/IEC 27001 (2013) standard and aligned with the control set within ISO/IEC 27018:2014 (Code of Practice for Protection of Personally Identifiable Information (PII) in public clouds acting as PII processors).

The primary objectives of our work were:

- Identification of documentation and controls that are in place;
- Identification of documentation and controls that are not in place; and,
- Identification of documentation and controls (or "control deficiencies") that, if left unaddressed, would be likely to cause a major noncompliance during an ISO 27001 certification review.

Upon completing our work, we concluded that the design of the ISMS for the enterprise cloud-based solutions services maintained is conforming to the requirements of ISO 27001. As such, Schellman maintained ServiceNow's ISO 27001 certificate in an active status. The certificate is enclosed, as is a summary of services and scope. Congratulations on this continued achievement. We look forward to working with your team again in the near future.

Sincerely,

Christopher L. Schellman

Christopher L. Schellman
President

ISO 27001 CERTIFICATE

CERTIFICATE OF REGISTRATION

Information Security Management System - ISO/IEC 27001:2013

The Certification Body of Schellman & Company, LLC hereby certifies that the following organization operates an Information Security Management System that conforms to the requirements of ISO/IEC 27001:2013

ServiceNow, Inc.

for the following scope of registration

The scope of the ISO/IEC 27001:2013 certification is limited to the Information Security Management System (ISMS) which supports ServiceNow as a provider of enterprise cloud-based solutions that define, structure, manage and automate services across the global enterprise, as well as all supporting resources including global data center operations and infrastructure, applications, end-user services, and product development, and aligned with ISO/IEC 27018:2014 (Code of Practice for Protection of Personally Identifiable Information (PII) in public clouds acting as PII processors) in accordance with the Statement of Applicability, approved July 15, 2016. Assets within scope of the ISMS include: internal information assets, customer data, software, hardware, people, and physical assets to host, support and operate the enterprise cloud-based solutions. The data centers in the following locations house the infrastructure used to deliver the enterprise cloud-based solutions: Virginia, California, Florida, Washington, Montreal, Toronto, London, Amsterdam, Geneva, Zurich, Sydney, Brisbane, Singapore, Hong Kong, São Paulo and Campinas. Additionally, ServiceNow uses Amazon Web Services (AWS) to host some ServiceWatch customers. Excluded from the scope are all operations of third party data centers and AWS.

the scope of this certification includes the following locations:

Santa Clara (HQ): 2225 Lawson Lane, Santa Clara, California, 95054, United States
San Diego: 4810 Eastgate Mall, San Diego, California, 92121, United States
Kirkland: 4400 Carillon Point, Kirkland, Washington, 98033, United States
Orlando: 3501 Quadrangle Blvd, Suite 150, Orlando, Florida, 32817, United States
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Sydney: Level 21, 50 Bridge St, Sydney, New South Wales, 2000, Australia
Singapore (APJ HQ): Level 43, SunTec Tower 4, 6 Temasek Boulevard, 038986, Singapore

Certificate Number: **1980700-6**

ISO 27001 CERTIFIED by schellman

ANAB ACCREDITED ISO/IEC 17021 MANAGEMENT SYSTEMS CERTIFICATION BODY

UKAS MANAGEMENT SYSTEMS 8685

Authorized by:

Christopher L. Schellman

Christopher L. Schellman
President, Schellman & Company, LLC
4010 W Boy Scout Blvd., Suite 600
Tampa, Florida 33607, United States
www.schellmanco.com

Issue Date	Original Registration Date	Expiration Date	Certificate Version
November 23, 2016	December 17, 2012	September 28, 2018	Version 6

CONDITIONS & LIMITATIONS:

1. The aforementioned organization has a perpetual responsibility to maintain compliance with ISO 27001:2013 during the period of certification.
2. This certificate is subject to the satisfactory completion of annual surveillance audits by Schellman & Company, LLC
3. ISO 27001:2013 compliance audits are not designed to detect or prevent criminal activity or other acts that may result in an information security breach. As such, this certification should not be construed as a guarantee or assurance that an organization is unsusceptible to information security breaches.
4. The information in this document is provided "AS IS", without warranties of any kind. Schellman & Company, LLC expressly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
5. This certificate is the property of Schellman & Company, LLC and is bound by the conditions of contract. The authenticity of this certificate can be validated by contacting Schellman & Company, LLC

SERVICE AND SCOPE OVERVIEW

Company Background

ServiceNow develops and maintains a software platform that provides enterprise cloud-based solutions that define, structure, manage and automate services across the global enterprise. Founded in 2003, ServiceNow was one of the first companies to offer a comprehensive enterprise cloud-based solution. From the beginning, the company set out to offer IT and enterprise personnel a complete suite of services, including zero-touch service automation and an IT and enterprise operations platform, all within the enterprise cloud-based solutions. Today, the company employs over 4,500 employees around the world that serve to support ServiceNow's 4,000+ customers. The company is headquartered in Santa Clara, California, with primary operations performed out of San Diego, California, along with additional operational offices in Kirkland, Washington; Orlando, Florida; Sydney, Australia; Amsterdam, Netherlands; London, United Kingdom; and Singapore, Singapore.

Description of Services Provided by ServiceNow

ServiceNow develops and maintains a software platform that provides enterprise cloud-based solutions that define, structure, manage and automate services across the global enterprise. ServiceNow supports common Information Technology Infrastructure Library (ITIL) processes including incident, problem, change request fulfillment, and service level management. The primary focus of the services provided includes the following:

- Service automation platform and suite of applications
- Service catalog and automated request-fulfillment management (Enterprise Service Management) for IT and shared services, including HR, facilities, legal and other departments
- IT operations management, including zero-touch automation and configuration management
- Business management, including analytics, vendor and resource management, governance, costing and project management
- Custom application creation on the ServiceNow platform for both "citizen developers" and professional developers

ServiceNow is built to serve all types of business users including the executive level, functional IT staff, application developers, IT operations, and finance. ServiceNow provides enterprise cloud-based solutions across a common platform with supporting applications and individual applications can be customized by customers while still providing a consistent and intuitive user experience through the entire ITIL service lifecycle.

ServiceNow assumes responsibility for keeping the system performing and available. By utilizing enterprise cloud-based solutions, organizations are able to offload maintenance activities and infrastructure costs associated with traditional ITSM and enterprise systems.

Scope of ISO 27001 Certification

Certification Scope Statement

The ISO/IEC 27001:2013 certification scope statement for ServiceNow is as follows:

The scope of the ISO/IEC 27001:2013 certification is limited to the Information Security Management System (ISMS) which supports ServiceNow as a provider of enterprise cloud-based solutions that define, structure, manage and automate services across the global enterprise, as well as all supporting resources including global data center operations and infrastructure, applications, end-user services, and product development, and aligned with ISO/IEC 27018:2014 (Code of Practice for Protection of Personally Identifiable Information (PII) in public clouds acting as PII processors) in accordance with the Statement of Applicability, approved July 15, 2016. Assets within scope of the ISMS include: internal information assets, customer data, software, hardware, people, and physical assets to host, support and operate the enterprise cloud-based solutions. The data centers in the following locations house the infrastructure used to deliver the enterprise cloud-based solutions: Virginia, California, Florida, Washington, Montreal, Toronto, London, Amsterdam, Geneva, Zurich, Sydney, Brisbane, Singapore, Hong Kong, São Paulo and Campinas. Additionally, ServiceNow uses Amazon Web Services (AWS) to host some ServiceWatch customers. Excluded from the scope are all operations of third party data centers and AWS.

The following ServiceNow office locations are in scope:

- Santa Clara (HQ): 2225 Lawson Lane, Santa Clara, California 95054, United States
- San Diego: 4810 Eastgate Mall, San Diego, California 92121, United States
- Kirkland: 4400 Carillon Point, Kirkland, Washington 98033, United States
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- Sydney: Level 21, 50 Bridge St, Sydney, 2000, New South Wales, Australia
- Singapore (APJ HQ): Level 43, SunTec Tower 4, 6 Temasek Boulevard, 038986, Singapore

Functional and System Scope

The scope includes functions that support the technology infrastructure, related processes, and in-scope physical locations that support the ServiceNow enterprise cloud-based suite of SaaS and platform offerings.

Table 1 – Datacenters

ServiceNow's systems and infrastructure included in the scope of this ISO 27001 certification are located at the data centers listed in the table below:

Datacenters in Scope for ISO 27001 Certification			
Datacenter Name	**Hosted at**	**Location (City)**	**Location (Country)**
HEF, IAD	Verizon Terremark Digital Realty	Culpepper, VA Ashburn, VA	USA
MIA	Verizon Terremark	Miami, FL	USA
SJC	Equinix Digital Realty	San Jose, CA Santa Clara, CA	USA
YUL	Savvis	Montreal	Canada
YYZ	Savvis	Toronto	Canada
LHR	Equinix	London	UK
AMS	Equinix	Amsterdam	Netherlands
GVA	Equinix	Geneva	Switzerland
ZHR	Equinix	Zurich	Switzerland
SYD	Equinix	Sydney	Australia
BNE	iseek	Brisbane	Australia
VCP	Ascenty	Campinas	Brazil
GRU	Alog Equinix	São Paulo	Brazil
SIN	Digital Realty	Singapore	Singapore
HKG	Equinix	Hong Kong	Hong Kong

Table 2 – Systems

ServiceNow's systems included in the scope of this ISO 27001 certification include the following:

Customer Facing Systems (Enterprise Cloud-based Solution) in Scope for ISO 27001 Certification
• Default ServiceNow applications • ServiceNow user interface • ServiceNow platform • Other ancillary systems used to deliver and support the enterprise cloud-based solutions

Table 3 – Assets

ServiceNow's assets included in the scope of this ISO 27001 certification are shown in the table below:

Asset Category	Sub-Asset Category
People	ServiceNow Employees and Contractors supporting the following functions: • Product Development • Product Security • Cloud Operations • IT Operations • Security Engineering / Security Operations • Compliance & Risk • Customer Support • Human Resources • Legal • Finance • ServiceNow Management
Technology (*Hardware and Software*)	• Infrastructure (hardware, equipment, and logical assets – such as, servers and storage devices, networking and security equipment, firewalls, switches, load balancers, back-ups, the ServiceNow software products, and software that supports the product offering) at the datacenters in-scope, as listed in Tables 1 & 2 • Customer facing system and applications as described in Tables 2 • Workstations and laptops used to perform administrative functions on the infrastructure and customer facing systems

Asset Category	Sub-Asset Category
Information	• Customer data and databases • Source code for the enterprise cloud-based solution • Critical information security related system documentation (e.g. network architecture, server configurations, firewall rules, audit logs etc.) • Information security policies and procedures to include the ISMS Policy and Manual
Supporting Physical Infrastructure	• Physical building where employees and contractors supporting the following functions resides: • Product Development • Product Security • Cloud Operations • IT Operations • Security Engineering / Security Operations • Compliance & Risk • Customer Support • Human Resources • Legal • Finance

Statement of Applicability

All fourteen (14) domains of ISO 27001:2013 and the additional and extended controls of ISO 27018:2014, as listed below, were included in the certified ISMS per the Statement of Applicability, dated July 15, 2016:

- Information Security Policy
- Organization of Information Security
- Human Resource Security
- Asset Management
- Access Control
- Cryptography
- Physical and Environmental Security
- Operations Security
- Communications Security
- System Development
- Supplier Relationship
- Information Security Incident Management
- Business Continuity Management
- Compliance
- Consent and Choice
- Purpose Legitimacy and Specification
- Data Minimization
- Use, Retention and Disclosure Limitation
- Openness, Transparency and Notice
- Accountability
- Information Security
- Privacy Compliance

All control objectives and controls from Annex A of the standard were selected and applied as part of ISMS, with the exception of following controls:

Control Number	Control Area	Control	Rational for Non Application
A.13.1.2	Security of network services	Security mechanisms, service levels and management requirements of all network services shall be identified and included in network services agreements, whether these services are provided in-house or outsourced.	ServiceNow maintains and provisions the security and management of its network services on its own, and does not have an in-house contracts or outsource any activity related to network management to a third party.
A.13.2.2	Agreements on information transfer	Agreements shall address the secure transfer of business information between the organization and external parties.	ServiceNow has not entered into exchange agreements for information or software with external parties.
A.14.2.7	Outsourced development	The organization shall supervise and monitor the activity of outsourced system development.	ServiceNow doesn't outsource software/code development

General Design and Operating Effectiveness of the ISMS

The general design of the ISMS conforms to the requirements of ISO 27001. There were no major nonconformities identified during the surveillance review of ServiceNow's ISMS.

White Paper

Advanced High Availability Architecture

Advanced High Availability Architecture

Production database servers are replicated in near-real time to a peer data center within the same geographic region in Asia Pacific Japan (APJ); Europe, Middle East and Africa (EMEA); North America; and South America.

Every organization, regardless of size, relies upon access to IT and business data and services. In many cases, this accessibility is critical to the continued operation and success of the enterprise.

This white paper provides an overview of the ServiceNow® Advanced High Availability (AHA) architecture – a key element in delivering a true enterprise cloud. Through ServiceNow's unique, multi-instance architecture, Advanced High Availability meets and exceeds stringent requirements surrounding data sovereignty, availability and performance.

Advanced High Availability Architecture

ServiceNow's data centers and cloud-based infrastructure have been designed to be highly available. All servers and network devices have redundant components and multiple network paths to avoid single points of failure.

At the heart of this architecture, each customer application instance is supported by a multi-homed network configuration with multiple connections to the Internet. Production application servers are load balanced within each data center. Production database servers are replicated in near-real time to a peer data center within the same geographic region in Asia Pacific Japan (APJ); Europe, Middle East and Africa (EMEA); North America; and South America.

We leverage AHA for customer production instances in several ways:

- In the event of the failure of one or more infrastructure components, service is restored by transferring the operation of customer instances associated with the failed components to the peer data center.
- Before executing required maintenance, ServiceNow can proactively transfer operation of customer instances impacted by the maintenance to the peer data center. The maintenance can then proceed without impacting service availability.

  This approach means that the transfer between active and standby data centers is being regularly executed as part of our standard operating procedures – ensuring that when it is needed to address a failure, the transfer will be successful and service disruption minimized.

The Advanced High Availability process is comprised of eight main steps and is invoked through ServiceNow's Service Automation Platform.

Global Data Center Pairs

ServiceNow's data centers are arranged in pairs. ServiceNow has 8 data center pairs (for a total of 16 data centers) across four geographic regions including Asia Pacific Japan (APJ); Europe, Middle East and Africa (EMEA); North America; and South America. Within several of these regions, there are specific country pairs for Canadian, U.S., Australian, and Swiss customers.

All customer production data is stored in both data centers and kept in sync using asynchronous database replication. Both data centers are active at all times, each with the ability to support the combined production load of the pair. A production instance from one customer may be operating out of one data center in the pair and a production instance of another customer from the other.

ServiceNow maintains continuous, asynchronous replication from the database in the current primary data center (read-write) to the secondary data center (read-only). To transfer a customer instance from a primary data center to a secondary, ServiceNow designates the secondary to be the primary and the primary to be the secondary if it still exists.

High-Level Overview of AHA Process

The AHA process is comprised of eight main steps and is invoked through ServiceNow's Service Automation Platform in one of two conditions:

1. In the event of a service disruption, the ServiceNow operations team determines whether a failover[1] is required.
2. For scheduled maintenance activity, the ServiceNow operations team determines if an AHA transfer[2] should be performed.

---

[1] Failover: Unplanned operation to reverse the roles for each database from active (read-write) to passive (read-only) and vice versa and repoint nodes to address an emergency situation to prevent a customer-impacting outage.

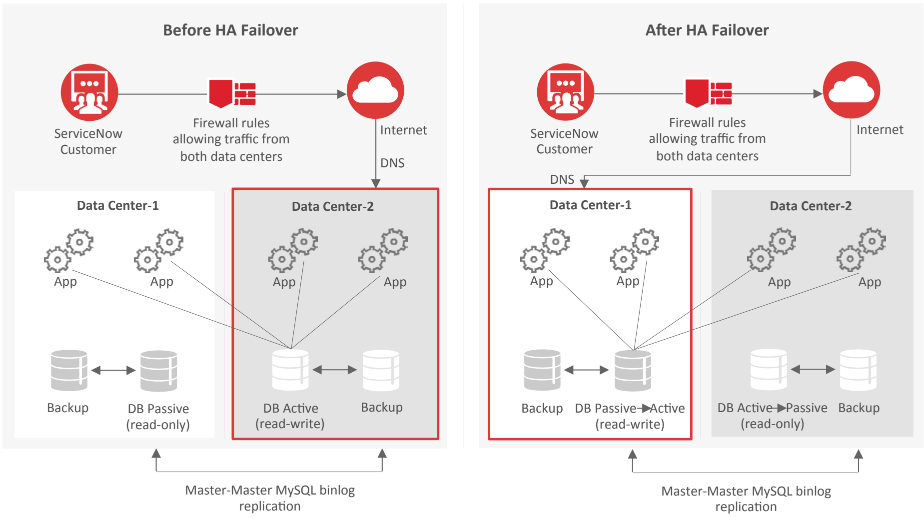
[2] Transfer: Planned operation to reverse the roles for each database from active (read-write) to passive (read-only) and vice versa and repoint nodes appropriately to the new active database.

This data backup and recovery system works in concert with AHA and acts as a secondary recovery mechanism.

High level automated AHA transfer steps:

1. Run an end-to-end automated suite of pre-flight checks to ensure that all infrastructure and application configurations associated with the customer's active and standby instances are in a healthy state, including data replication between the data centers.
2. Change the Domain Name Service (DNS) information associated with the customer instance.
3. Stop all application nodes associated with the customer instance.
4. Reverse the roles for each database from active (read-write) to passive (read-only) and vice versa.
5. Change the database pointer to the read-write database within the application nodes.
6. Start all application nodes associated with the instance.
7. Run an end-to-end automated suite of post-flight checks to ensure all systems and configurations are in a healthy state.
8. Perform discovery so that the configuration management database (CMDB) is updated with the new configuration.

In the event an AHA failover is required, some of the above steps are bypassed, as the active instance may not be accessible. In both the AHA transfer and AHA failover scenario, the cloud automation platform will make the customer instance in the peer data center active.



Backup and Recovery

While Advanced High Availability is the primary means to recover data and restore service in the case of a service disruption, in certain cases it is desirable to use ServiceNow's more traditional data backup and recovery mechanism. This data backup and recovery system works in concert with AHA and acts as a secondary recovery mechanism.

ServiceNow stores production instances in two geographically separate regional data centers, with sub-production instances hosted in a single data center. Backups of the two production databases and the single sub-production database are taken everyday for all instances throughout the private cloud infrastructure.

The backup cycle consists of three weekly full backups and daily differential backups that provide, 28 days of backups. All backups are written to disk, no tapes are used and no backups are sent off site. All the controls that apply to live customer data also apply to backups. If data is encrypted in the live database then it will also be encrypted in the backups.

Regular, automated tests are run to ensure the quality of backups. Any failures are reported for remediation within ServiceNow.

schellman
formerly BrightLine

CERTIFICATE OF REGISTRATION

Information Security Management System - ISO/IEC 27001:2013

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Certificate Number: **1980700-6**

ISO 27001 CERTIFIED by schellman

ANAB ACCREDITED ISO/IEC 17021 MANAGEMENT SYSTEMS CERTIFICATION BODY

UKAS MANAGEMENT SYSTEMS 8685

Authorized by:

Christopher L. Schellman

Christopher L. Schellman
President, Schellman & Company, LLC
4010 W Boy Scout Blvd., Suite 600
Tampa, Florida 33607, United States
www.schellmanco.com

Issue Date	Original Registration Date	Expiration Date	Certificate Version
November 23, 2016	December 17, 2012	September 28, 2018	Version 6

CONDITIONS & LIMITATIONS:

1. The aforementioned organization has a perpetual responsibility to maintain compliance with ISO 27001:2013 during the period of certification.
2. This certificate is subject to the satisfactory completion of annual surveillance audits by Schellman & Company, LLC
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Certificate Number: **1980700-6**

ISO 27001 CERTIFIED by schellman

ANAB ACCREDITED ISO/IEC 17021 MANAGEMENT SYSTEMS CERTIFICATION BODY

UKAS MANAGEMENT SYSTEMS 8685

Authorized by:

Christopher L. Schellman

Christopher L. Schellman
President, Schellman & Company, LLC
4010 W Boy Scout Blvd., Suite 600
Tampa, Florida 33607, United States
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White Paper

Security, Operations and Compliance

Detailed Version

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

CARAHSOFT TECHNOLOGY CORPORATION

1. Introduction

A. Parties

This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Carahsoft Technology Corporation ("Vendor"), with its principal place of business at 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-398, on February 16, 2017, for Emergency Preparedness and Disaster Recovery Information Technology (IT) Products and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-398 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-398, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-398, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for one (1) optional two-year term and one (1) optional one-year term. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Emergency Preparedness and Disaster Recovery Information Technology (IT) Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Emergency Preparedness and Disaster Recovery Information Technology (IT) Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

<u>If sent to the State</u>:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701

Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Jack Dixon
Carahsoft Technology Corporation
1860 Michael Faraday Drive, Suite 100
Reston, Virginia 20190
Phone: (703) 230-7545
Fax: (703) 871-8505
Email: jack.dixon@carahsoft.com

7. Software License Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of Page Intentionally Left Blank)

This Contract is executed to be effective as of the date of last signature.

CARAHSOFT TECHNOLOGY CORPORATION

Authorized By: __Signature on File_______

Name: ______Ellen Lord________________

Title: _______Contract Manager__________

Date: _______6/28/2017_________________

The State of Texas, acting by and through the Department of Information Resources

Authorized By:____Signature on File_____

Name: _ Hershel Becker________________

Title: __Chief Procurement Officer________

Date:______6/28/2017__________________

Office of General Counsel: __DB 6/28/2017___

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-239992

Date Filed:
07/24/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carahsoft Technology Corporation
Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA-5600-NC170000044
ServiceNow

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

JILLIAN DEWEY SZCZEPANEK
NOTARY PUBLIC
REG # 354465
MY COMMISSION EXPIRES 12/31/2019
COMMONWEALTH OF VIRGINIA

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jennifer Toha, this the 24 day of July, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Jillian Szczepanek Printed name of officer administering oath	Notary Title of officer administering oath