PB# 18004
Contract Requisition Number: CR038921
Contract Number: C027729
Vendor Number: V029647

MPS   **MILWAUKEE PUBLIC SCHOOLS**

SUPPLEMENTAL AGREEMENT

COMMODITY OR SERVICE: **IT Service Management Tool**

PERIOD OF CONTRACT: **August 1, 2018 through July 31, 2021, with two possible one-year extensions upon mutual written consent.**

This Supplemental Agreement is entered into by and between the Milwaukee Board of School Directors ("MPS") and Cherwell Software, LLC ("Contractor").

Whereby, MPS agrees to direct the purchase and Contractor agrees to supply such commodities and services cited above and in accordance with University of Wisconsin-Madison Contract Number 13-5399. This Supplemental Agreement is executed pursuant to § 30 of that Contract.

This Supplemental Agreement, Contractor's "Cherwell Order Confirmation" attached hereto as Exhibit A, Contractor's "Statement of Work" attached hereto as Exhibit B, and University of Wisconsin-Madison Contract Number 13-5399 (except § 5C), constitutes the entire agreement between the parties relating to the subject matter of this contract. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this Agreement. To the extent that the terms of the documents conflict, the terms of this Supplemental Agreement shall control.

Contractor acknowledges and agrees that the relationship with MPS is non-exclusive and MPS may contract with as many additional entities as MPS, in MPS's sole discretion, sees fit.

Total compensation under this Agreement will not exceed $169,200.00. Contractor shall be compensated in the amount of $80,400.00 for the term of August 1, 2018 through July 31, 2019 ("Year 1"), as itemized in Exhibit A, $44,400.00 for the term of August 1, 2019 through July 31, 2020 ("Year 2"), and $44,400.00 for the term of August 1, 2020 through July 31, 2021 ("Year 3"). Price increases for the extension years, if any, shall not exceed 2% of the Year 3 total.

No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by authorized signatories of both parties.

CHERWELL SOFTWARE, LLC   MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____   By: _____
                                                  Adria D. Maddaleni, J.D.
                                                  Director, Procurement & Risk Management

Date: _____   Date: _____
12295 Oracle Blvd., Suite 200
Colorado Springs, CO 80921

(719) 386-7001 Tax
ID:

By: _____

Keith P. Posley, Ed.D.
Interim Superintendent of Schools

Date: _____

Budget Code: TSV-0-0-TLN-DW-EMTC

By: _____

Mark A. Sain
President, Milwaukee Board of School Directors

Date: _____

CHERWELL ORDER CONFIRMATION

Order # 19333
Quote # Q-00279

Customer Legal Name: Milwaukee Board of School Directors
Installation Address:
5225 W. Vliet Street, Milwaukee, Wisconsin 53208

Billing Contact Name: Nancy Becker
Billing Contact Email: beckernc@milwaukee.k12.wi.us
License Key Contact: Chad Meyer
License Key Email: tsc@milwaukee.k12.wi.us

Sales Rep: Rod Schmitt
Prepared By: Rod Schmitt
Payment Terms: Net 30
PO Number:
Tax Exempt: No

Term (in years): 3

Licensed Software

Product Description	Qty	List Price	Discount	Net Unit Price	Amount
Cherwell Service Management (CSM) - Subscription Concurrent User License Price reflects monthly price per license.	50	$150.00	50.667%	$74.00	$44,400.00
Licensed Software First Year Total:					$44,400.00

Hosting Services

Product Description	Qty	List Price	Discount	Net Unit Price	Amount
Cherwell CSM Hosting Services - Annual Cherwell hosting to include one production environment and a second dev or test environment. Additional servers are available at an additional cost.	1	$0.00		$0.00	$0.00
Hosting Services First Year Total:					$0.00

Professional Services

Product Description	Qty	List Price	Discount	Net Unit Price	Amount
Cherwell GO! Remote Implementation Package	1	$33,000.00		$33,000.00	$33,000.00
Cherwell GO! Addendum F - Upgrade to Basic Training Package	1	$3,000.00		$3,000.00	$3,000.00
Professional Services First Year Total:					$36,000.00

First Year Total:	$80,400.00
Total Contract Value:	USD 169,200.00

All pricing above is in US Dollars.

Payment Terms set forth above from date of invoice. The above pricing does not include any applicable sales tax or similar tax.

Order # 19333
Cherwell Software, LLC 10125 Federal Drive, Suite 100 Colorado Springs, CO 80908 (719) 386-7000
www.cherwell.com

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License Software -
Licensed Software and Maintenance & Support fees to be invoiced immediately and are in accordance with the payment terms set forth above.

Cherwell Go!-
Cherwell GO! will be invoiced immediately, is non-refundable and is valid for one year from date of execution.

Finance Special Terms:

Pricing shown above subject to execution by customer and receipt of OC by Cherwell by or on July 31, 2018.

<u>**NOTE: All software to be delivered electronically**</u>

This Order Confirmation, together with the applicable license, subscription and/or services agreement identified below and incorporated herein, constitutes an agreement (collectively, the "Agreement") between Cherwell Software, LLC, ("Cherwell") and Customer, and must be signed by an authorized representative of Customer. Use of the Licensed Software described above is subject to the Agreement. Customer acknowledges and agrees to the terms and conditions contained in the Agreement and/or addenda attached hereto or, if no Agreement is attached, the Agreement located at the applicable URL identified below.

Each party signing below represents that it has authority to bind the company or legal entity named below.

CUSTOMER:	Milwaukee Board of School Directors	CHERWELL:	Cherwell Software, LLC
By (print name and title):		By (print name and title):	
Signature:		Signature:	
Date:		Date:	

Order # 19333
Cherwell Software, LLC 10125 Federal Drive, Suite 100 Colorado Springs, CO 80908 (719) 386-7000
www.cherwell.com

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(Statement of Work)

This Statement of Work **(SOW)** is made between Cherwell Software, LLC (Cherwell) and the Customer in conjunction with the Customer's end user license agreement related to its purchase of Cherwell® software. The terms of this SOW shall not be applicable to any other SOW executed by the parties.

Approvals

To indicate your acceptance of this Statement of Work, please sign below and return one copy of this document to your account representative. Upon receipt and processing of your signed SOW, a Cherwell Project Manager will contact you to schedule your engagement.

The undersigned have reviewed this document and approve its contents.

For Customer	For Cherwell Software
Point of Contact Name	*Delivery Manager Name*
Job Title	*Professional Services Delivery Manager*
signature	*Signature of Delivery Manager*
date	*date*

Table of Contents

1.0 Help Desk/Service Desk Requirements

- Customer environment consists of **one** Help Desk/Service Desk
- Cherwell GO!™ implementation process is for **Internal** Incidents and Requests only
- Cherwell GO!™ implementation process is not meant for external facing Customer Support Service Centers

2.0 Place of Performance

- All work performed remotely unless partial onsite option is selected for an added fee

3.0 Scope

- ✓ Pre-implementation checklist review by Cherwell
- ✓ Installation and core component setup
- ✓ Cherwell Out-of-the-Box Process walk-thru
- ✓ Incident Management, per §6.0
- ✓ Request Fulfillment, per §6.0
- ✓ Problem Management, per §6.0
- ✓ CMDB per, §6.0
- ✓ GO! price includes CSM Foundations Training for one participant
- ✓ GO! price includes one individual subscription membership to the Video Learning Library
- ✓ Knowledge Management, per §6.0
- ✓ Service Portfolio/Service Catalog, per §6.0
- ✓ Self-Service Portal, per §6.0
- ✓ OOTB Dashboards & Reports
- ✓ Transactional based Customer Satisfaction Surveys, per §6.0
- ✓ End-user orientation and go-live
- ✓ Hand-off to Cherwell Support
- ✓ Maturity/Go-forward Planning

4.0 What is NOT in configuration scope

- Design Workshop
- Integrations beyond AD
- Custom dashboards
- Custom Self-service Portal
- Configuration beyond what is in the Statement of Work
- Data migration from existing systems
- Custom reports
- Change Management

5.0   **Major Configuration Milestones**

- Step 1:   Cherwell and Customer schedule the engagement and assign resources. Customer will provide a Project Manager with primary responsibility for managing and reporting on the project. Cherwell will provide a Project Manager who will work with the Customer's Project Manager to help ensure timely and successful completion of the tasks outlined in this Statement of Work.

- Step 2:   Customer completes CSM Foundations training

- Step 3:   Customer completes pre-engagement checklist

- Step 4:   Cherwell and customer complete tasks in this Statement of Work

- Step 5:   It's Cherwell go-live time

6.0   Cherwell GO!™ Task List

Activity	Completed by
Customer completes CSM Foundations training	Customer
Customer completes pre-engagement checklist	Customer
Customer provides VPN access for configuration work	Customer
Customer provides Active Directory access for user data and authentication	Customer

Installation
▪ Microsoft Active Directory setup (customer premise or Azure/AWS)
  • Configure connection to Active Directory
  • 1 Organization Unit
  • 1 domain
▪ Review process to implement security within Cherwell utilizing OOTB security Groups
▪ Setup teams & technicians
  • Demonstrate creating teams, technicians and assigning technicians to team(s)
  • Customer will configure teams, technicians and assign technicians to team(s)
▪ Setup roles
  • Demonstrate process for configuring roles and associating with security groups
▪ Email and Event Monitor setup
  • Configure one email account
  • Demonstrate the skip, default, and reply rules
▪ Configure Auto Deploy to install client software
▪ Configure Scheduler for scheduled processes
  • Customer import from AD
  • Generate customer portal credentials
  • Cherwell Backup (on premise implementations only)
	Cherwell and Customer

Incident Management and Request Fulfillment ▪ Demonstrate process for configuring SLA targets and configure the default Corporate SLA targets. ▪ Configure the default Priority Matrix for Incident and Request per the pre-implementation checklist. Import customer's Services, Categories and Subcategories. ▪ Configure Cherwell GO!™ automation processes	Cherwell and Customer
Configuration Knowledge Transfer ▪ One-hour walk-through of suggested Video Learning Library courses	Customer and Cherwell

Configuration Knowledge Transfer, continued
 	
▪ Consultant to provide up to three days of consulting advice on:
    ▪ Review Cherwell Specifics
    ▪ Demonstrate how to map classifications to Specifics
    ▪ Coach customer how to create new Specifics
    ▪ Coach customer on how to create One-step actions
	Cherwell

Problem Management ▪ Walk through Cherwell GO!™ Problem Management process	Cherwell and Customer

CMDB – Price includes only one of the following:
 	
☐ **Cherwell csv import**
    ▪ Provide .CSV files – customer populates file with their existing CI data for each of the nine (9) Cherwell GO!™ CI types.
    ▪ Review and discuss process for importing CIs from the .csv file.
    ▪ Review .csv file and verify data integrity. Customer is responsible for any modifications needed to prepare and cleanse data
    ▪ Perform a one-time import to populate the CMDB
    ▪ Customer makes all future updates to CI data in Cherwell.
 	
☐ **SCCM Integration (If implemented within the customer's environment)**
    ▪ Provide SQL views to customer to create Workstation and Server SCCM views.
    ▪ Customer to provide Read-Only SQL Authenticated credentials to Cherwell to connect to Workstation and Server SCCM views.
    ▪ Connect Config – Computer and Config – Server to SCCM Views.
    ▪ Configure Cherwell Scheduler to import/update CMDB.
 	
☐ **CAM Implementation (If CAM is purchased separately)**
    ▪ Install Cherwell Asset Manager
    ▪ Configure one (1) end point
    ▪ Configure up to 5 discovery rules
    ▪ Couch customer on how to deploy the agent
    ▪ Apply CAM mApp
    ▪ Configure Cherwell Scheduler to import/update CMDB
    ▪ Includes Getting Started with CAM self-paced course
	Cherwell and Customer

Knowledge Management ▪ Process walk through ▪ Configure approvers	Cherwell and Customer
Service Portfolio/Service Catalog ▪ Demonstrate how to add/remove classifications from the Action Catalog	Cherwell and Customer

Self-Service Portal
 	
    ▪ Configure Customer's header/logo
    ▪ Minor Modifications to the Logged-In default dashboard per the image size guideline and requirements provided in the pre-implementation checklist
    ▪ Update Service Desk Hours and contact information on Dashboards
	Cherwell and Customer

Dashboards & Reports ▪ Walk through technician dashboards ▪ Demonstrate how to access Cherwell GO!™ reports	Cherwell
Incident-based Customer Satisfaction Survey ▪ Configure frequency	Cherwell

Train the trainer
 	
    ▪ **Cherwell to provide Cherwell GO!™ User Guide**
    ▪ **Cherwell to assist customer with one half day (four hour) training session to train end-users on Cherwell GO!™**
	Cherwell and Customer

Assist with move from Test Environment to Production for Cherwell GO! Live	Cherwell and Customer
Maturity/growth planning ▪ Customer and Cherwell consultant will review the organization's plans for maturing its ITSM processes to ensure the CSM solution will continue to serve the organization's business needs. ▪ Review Out of Scope configuration requests that have been documented in the Cherwell GO!™ Requirements module.	Cherwell and Customer

7.0   Cherwell Personnel

▪ Cherwell Software assumes responsibility for its personnel providing services herein and will make all deductions required of employers by state, federal, and local laws, including deductions for social security and withholding taxes, and contributions for unemployment compensation funds, and shall maintain worker's compensation and liability insurance for each of them.

▪ Cherwell reserves the right to determine which of its personnel shall be assigned to any particular project and to replace or reassign such personnel during a project to meet internal needs and project deliverables. Any personnel assigned by Cherwell Software to perform the services described herein will be qualified to perform the assigned duties. Any costs related to such a change will be incurred by Cherwell.

▪ Cherwell Software reserves the right to subcontract this Statement of Work to qualified third party implementers.

8.0   Other Customer Responsibilities

- **Cherwell Foundations Training must be completed before configuration work begins**

- **Cherwell GO!™ Pre-implementation Checklist must be completed before configuration work begins**

- **Cherwell requires two weeks (14 days) written notice to cancel, or reschedule configuration work**

- **Customer is responsible for testing before move to Production**

- **Access to Customer facilities**

  Customer shall ensure that Cherwell has timely and adequate access to Customer's management, personnel, staff, systems, and premises as reasonably required to provide the Professional Services.

- **Access to information**

  Customer shall provide Cherwell personnel with appropriate access to information agreed to be pertinent to the completion of the work described herein. Copies of all such documentation will be available to Cherwell prior to starting work. Hard copy, Adobe Acrobat, HTML, and Microsoft Word formats are acceptable.

- **Access to System and network**

  Customer will provide the Cherwell Software Consultant with all necessary remote access, up to and including Administrator privileges, on systems on which they are installing and/or configuring software. If this access is not granted, a Customer employee with these privileges must be available at all times during Installation and core component setup.

  The network, e-mail, and database administrator(s) shall be available to assist with the installation of Cherwell Software and as needed for the duration of the engagement.

  A Customer employee shall be available during any implementation activities or tests Cherwell performs on production machines during the engagement.

- **System backup**

  Customer shall perform a full back-up of all affected systems prior to starting the work described herein.

- **Systems and infrastructure**

  - Stable network connections are required to be available and operational for all systems and servers deployed prior to Cherwell Service Management installation.
  - Customer shall acquire the required versions of the operating system, Microsoft Exchange and any other required products listed in the Cherwell Supported Platforms Guide as well as the correct number of licenses. Cherwell will not provide or install any software or software license that cannot be verified for compliance to copyright or patent laws.
  - General Internet access must be allowed during test and production setup to allow access to the latest patches and support services. Internet access on the production deployment may be terminated after configuration work is completed.

9.0   Cost Summary

	Cost	Mark if desired
~~Cherwell GO!™ Remote Implementation Package~~	~~$33,000~~	X
~~One Cherwell Foundations Training (Virtual, or in Colorado Springs, travel not included)~~	~~Included~~	X
~~One Year Individual Video Learning Library Subscription~~	~~Included~~	X
Optional add-on packages:		
~~Password Reset, Cherwell hosted environment (Must sign Addendum A)~~	~~$8,000~~	
~~Password Reset, Cherwell on premise environment (Must sign Addendum B)~~	~~$5,500~~	
~~SAML (Must sign Addendum C)~~	~~$6,500~~	
~~Go-live support (2 remote days) (Must sign Addendum D)~~	~~$2,000~~	
~~One Week Consultant On-Site (Must sign Addendum E), includes T&E~~ • ~~For US based customers only, not including HI, or AK, or Canada~~ • ~~Two-week travel time advanced booking required~~ • ~~Travel to your site is Monday by noon, travel out is Friday after noon~~	~~$3,250~~	
~~Change Management Process (Must sign Addendum G)~~	~~$9,750~~	
Upgrade to Basic Training Package (Must sign Addendum F)	$3,000	
Total Fee		

10.0   Change Orders

The Cherwell GO!™ implementation process is designed as a package offering, with no scope changes permitted during the initial implementation phase. Once your Cherwell GO!™ implementation is complete, a Phase 2 SOW can be developed and started based upon the maturity/growth planning results determined.

Addendum F – Upgrade to Basic Training Package:

This Basic Training Package replaces the one seat (five day) CSM training included with Cherwell GO!, with the following:

*Basic Package includes:**

- Ten (10) days of training that is delivered virtually, self-paced, or live at a Cherwell facility – this includes Cherwell Service Management Foundations, Deep Dives, Pre-Conference Training and any other training developed in the life of the subscription. For a complete list of training courses see: www.cherwell.com/services/training
- Cherwell Asset Management Self-Paced Learning - unlimited access to all CAM eLearning *available to all employees*
- Video Learning Library - unlimited access to all video content in the library *available to all employees*

*Exclusions, Conditions, and Length of Term

The following items are excluded: Custom Training/Master classes that are designed and delivered for a specific customer; Training done at a customer's site.

Training package expires one (1) year from purchase date.

The undersigned have reviewed and approve the work specified in this Addendum F and the related cost as specified in the Cost Summary section for this Addendum.

For Customer
printed name
Title
signature
Date