



SECOND AMENDMENT TO CONTRACT NO.8067271AA  
BY AND BETWEEN  
VIRGINIA COMMONWEALTH UNIVERSITY  
AND  
AVANTE SOLUTIONS, INC.

This Second Amendment to Contract No. 8067271AA by and between Virginia Commonwealth University, hereinafter referred to as "VCU", and Avante Solutions, Inc., hereinafter referred to as "Contractor", is entered into as of the date the last signature is affixed below.

WHEREAS, VCU and Contractor entered into Contract No. 8067271AA, dated March 28, 2019 ("the Contract"), with an initial term of 3 (three) years, with two (2) one (1) year optional renewals, and

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein; and

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein; and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with Section 3, Amendments.

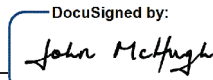
NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:


1. The Renewal Term is amended to one (1) two (2) year renewal term.
2. The Parties agree to exercise the right to renew for a two-year Renewal Term, which will extend from March 29, 2022 through March 28, 2024.
3. Except as modified herein, all other provisions of the MSA, including all other Appendices and terms and conditions set forth in the MSA, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

**Virginia Commonwealth University**

**AVANTE SOLUTIONS, INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
EE6DA7427C67468...

By:  \_\_\_\_\_

Printed Name: John McHugh

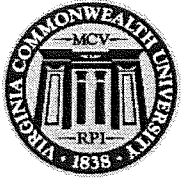
Printed Name: Steven Waxler

Title: Director, Procurement Services

Title: President

Date: 3/21/2022

Date: March 16, 2022



# VCU

# Procurement Services

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number: 8067271AA**

This Contract entered into by Avante Solutions, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

**WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF PERFORMANCE:** From the execution of the contract by both parties through three (3) years with up to two (2) successive one (1) year renewal options.

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The Contract Documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Negotiated Modifications, Clarifications, and Additions to the Contract dated March 26, 2019; and
- (3) The Request for Proposals # 8067271AA dated May 18, 2018 including Addendum 1 dated June 4, 2018, Addendum 2 dated June 14, 2018; and
- (4) The Contractor's Proposal dated June 20 2018.

All of which documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

Avante Solutions, Inc.

By: *Steven Waxler*

Name Printed: Steven Waxler

Title: President

Date: March 28, 2019

**PURCHASING AGENCY:**

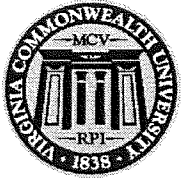
Virginia Commonwealth University

By: *Patricia Perkins*

Name Printed: Patricia Perkins

Title: Assistant VP for Finance and University Controller

Date: 3/27/2019



# VCU

# Procurement Services

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

Avante Solutions, Inc. \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASING AGENCY:**

Virginia Commonwealth University

By: Patricia Perkins

Name Printed: Patricia Perkins

Title: Assistant VP for Finance and University Controller

Date: 3/27/2019



**VCU**

Procurement Services

## **NEGOTIATED CLARIFICATIONS, MODIFICATIONS, AND ADDITIONS TO CONTRACT**

**Date : March 26, 2019**

**RFP #8067271AA IT Service Manager Solution**

**Purchasing Agency and Contractor agree as follows:**

Avante Solutions, Inc. and Virginia Commonwealth University shall abide by the mutually agreed upon terms of the following documents:

- The Avante Cherwell Quote

- The Avante MSA, which incorporates terms and conditions of the RFP

- The Avante VCU Statement of Work

- The Cherwell Partner Resale Order Confirmation

- The Cherwell End User Service Agreement

- The Cherwell Hosting Service Agreement

Avante Solutions, Inc. hourly rate will be the negotiated amount of \$198.00/ hour for the initial three year term and the two optional one year renewals.

The Cherwell license fee will be the negotiated amount of \$125/ concurrent user for the initial term.

Additional licenses may be purchased at that rate.





March 15, 2019

Virginia Commonwealth University (VCU)  
Procurement Services – Proposal Processing  
912 W. Grace Street, 5th Floor  
Richmond, VA 23284  
Amy Anthes  
(804) 628-1070  
[aranthes@vcu.edu](mailto:aranthes@vcu.edu)

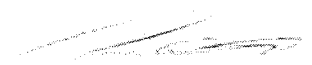
Amy,

Avante Solutions is pleased to provide you with the following proposal for the licensing of the Cherwell Service Management Technology.

Please let me know if you would like to arrange a call to review this proposal.

Thank you,

Rich



Rich Clark  
Avante Solutions, Inc.  
[rclark@avantesolutions.com](mailto:rclark@avantesolutions.com)  
Mobile: (401) 301-9924

## Cherwell Licensing Cost Summary

### Subscription License Model (Cloud Hosted by Cherwell):

Required Items			
Item	Unit Cost	Units	Investment
Cherwell Service Management Subscription fee - Monthly Cost	\$125.00	150	\$18,750.00
Annual Maintenance & Support			Included
<b>TOTAL ANNUAL FEE (\$18,750.00 x 12)</b>			<b>\$225,000.00</b>

- The pricing above is based on a three (3) year subscription contract, term paid annually at the anniversary date of purchase with no cancellation provision. In the event Customer attempts to cancel the subscription before the annual payment, the total remaining contract value will become due and payable within 30 days.
- The price is exclusive of any applicable taxes.
- For Cloud model Cherwell provides two (2) environments, one (1) production and one (1) non-production (you can install unlimited non-production environments on your premises at no cost). Additional non-production environments are available for a \$10,000.00 annual fee.
- For Cloud model encryption at rest is available for an annual fee of \$8,000.00.

### Price Cap

- The per license fee rate for Cherwell licenses shall be locked for the initial 3-year term. VCU can purchase additional Cherwell licenses at the same rate as the initial rate during the initial 3-year term; and
- If VCU elects to exercise the option to renew the contract for additional one (1)-year periods, for a maximum of two (2) one (1) year periods, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased by more than the percentage increase of the All Items category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

## Additional Cherwell Training

Below is the pricing for the annual subscription to Cherwell' Video Learning Library (note all time unused expires at the end of the subscription period):

Cherwell Training Subscriptions				
Item	Unit Cost	Units	Annual Fee per User	Annual Total Fee
Video Learning Library Pass	Access to the Cherwell video library, cost is per user – annual fee	5	\$295.00	\$1,475.00
<b>TOTAL ANNUAL FEE</b>				<b>\$1,475.00</b>

## Professional Services Pricing

Our Professional Services rate is \$198.00/hour (based on \$1,584.00/day) plus travel and expenses which are subject to the guidelines provided by the University. The daily rate is for a Monday – Friday 8:00 AM – 5:00 PM EST work day.

- The Avante Professional Services rate shall be locked for five (5) years from the contract execution date.

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), effective as of March 27, 2019 (the "**Effective Date**"), is between **Avante Solutions, Inc.**, an Illinois Corporation located at 728 West Jackson Blvd, Suite 105, Chicago, Illinois, 60661 ("**Avante**"), and Virginia Commonwealth University, a corporation and an institution of higher education for the Commonwealth of Virginia, located at 701 W. Broad Street, Richmond, Virginia 23284 ("**Customer**" or "**University**"). Avante and Customer are sometimes collectively referred to in this Agreement as the "**Parties**" or individually as a "**Party**".

A. Customer is seeking to obtain certain consulting and professional services around the Cherwell Service Management technology (the "**Product**").

B. Avante is in the business of providing consulting and professional services around the Product for its customers.

C. Customer desires to engage Avante to provide the Services and Deliverables (as each defined herein) to Customer (the "**Project**") and Avante is willing to provide such Services and Deliverables to Customer pursuant to the terms and conditions set forth in this Agreement and the Exhibits attached hereto.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Overview.

1.1 **Statement of Work.** This Agreement sets forth the terms and conditions on which Avante shall provide the Services and Deliverables to Customer as set forth in such written addendum(s) as may from time to time be agreed to in writing by the Parties and attached hereto as Exhibit A (the "**Statement of Work**"). The term "**Services**" means all training, consulting, development or other services that Avante provides to Customer under this Agreement and the Exhibits hereto; and the term "**Deliverables**" means any and all programming code, tools, software, reports, user manuals, findings, evaluations, data and written material originated or prepared under this Agreement and the Exhibits hereto.

1.2 **Content of Statement of Work.** In addition to describing the Services and Deliverables for each Project, each Statement of Work will include: (i) the work schedule, including estimated delivery and completion dates for the Services and Deliverables; (ii) the basis for compensation, whether Fixed Price or T&E (as each defined in Section 2 below); (iii) the Fixed Price or T&E estimate, as applicable; and (iv) any additional terms such as delivery dates, and special warranty terms.

1.3 **No Commitment and Effect of Statements of Work.** This Agreement does not obligate Customer to order any Services or Deliverables, and Customer will not become obligated in any way to Avante until such time as Customer has provided Avante with an executed Statement of Work and Avante has accepted such Statement of Work in writing. Upon Avante's written acceptance of a Statement of Work and the Parties execution of this Agreement, Customer will be bound to purchase, and Avante will be bound to provide, the Deliverables and Services described in that Statement of Work and the Statement of Work shall be attached hereto as Exhibit A and be made a part hereof. Unless otherwise agreed in writing by the Parties, Avante will not commence any aspect of the Project until the Statement of Work and underlying Services, Deliverables and final cost associated therewith are agreed in writing by authorized representatives of the Parties.

1.4 **Mutual Agreements.** Both Avante and Customer, at all times during the Project, will act reasonably and in good faith and will promptly notify the other Party of any issue, impediment or concern

associated with Avante's provision of the Services or providing the Deliverables pursuant to the terms of this Agreement or any Statement of Work. Further, should either Party, during the Project, become unsatisfied with any aspect of the Project, such complaint/concern should be documented in writing and immediately communicated to the assigned project manager of the other Party. If the complaint/concern is with the assigned project manager, an appropriate management level resource for the Project will become the alternative contact until the matter is resolved. The Parties agree to use good faith efforts to amicably resolve any such complaint/concern. Avante can request the plan for the Project as set forth in the Statement of Work or otherwise agreed to in writing by authorized representatives of the Parties to be updated in the event that Customer does not fulfill its agreed to deliverables and tasks (in accordance with the plan for the Project and/or system specifications and designs) in a timely manner as required by this Agreement or the Statement of Work.

## 2. Compensation and Payment.

### 2.1 Compensation.

(a) Time and Expense Compensation. If the Statement of Work provides for compensation on a time and expense basis ("**T&E**"), Customer will (i) pay Avante for hours worked at the rates and/or amounts listed in the Statement of Work, and (ii) to the extent specified in the Statement of Work, reimburse Avante for certain expenses actually incurred by Avante in connection with the Project. Avante will not charge Customer for (1) time spent on administrative activities such as accounting, billing, and preparation of internal reports, (2) nonworking travel time, or (3) any expenses other than those specified in the Statement of Work. Avante will promptly notify Customer if Avante has reason to believe that it will not be able to complete the Project for any estimated maximum price set forth in a Statement of Work (the "**Estimated Maximum Price**"). Avante will not invoice Customer for the Services and Deliverables as set forth in the Statement of Work in an amount greater than the Estimated Maximum Price, if any, unless the Parties have executed a written amendment as provided in Section 3.

(b) Fixed Price Compensation. If the Statement of Work provides for payment on a fixed price basis ("**Fixed Price**"), such fee shall be paid according to the payment schedule in the Statement of Work. Avante will not invoice Customer for an amount greater than the Fixed Price, if applicable, unless the Parties have executed a written amendment as provided in Section 3.

(c) Expenses. Except as expressly specified in a Statement of Work, this Agreement or as otherwise agreed in writing by the Parties, Avante will bear all of its own costs in completing the Project, including labor, overhead, and supplies. Notwithstanding the foregoing, Avante shall be entitled to bill Customer for its reasonable travel and lodging expenses, provided that, such costs shall be billed without any markup. Any travel and lodging expenses will be estimated prior to travel and communicated to Customer. If agreed by the Parties, Customer will reimburse travel expenses consistent with Customer's travel rules and allowable cost policy upon submittal of receipts.

(d) Additional Charges. Customer acknowledges and agrees that, notwithstanding anything to the contrary contained above:

(1) the Estimated Maximum Price and Fixed Price for the Project shall not apply to: (i) any changes requested by Customer to the Services and Deliverables as set forth in a Statement of Work, or (ii) any additional services or other changes to Avante's staffing of or resources allocated to the Project as a result of any delays or other issues relating to the acts or omissions of Customer or its representatives, provided that, Avante shall provide Customer with prior written notice of such staffing or resources changes prior to the implementation of the same;

(2) Changes/cancellations to any scheduled services as set forth in a Statement of Work may be made by Customer prior to the scheduled services dates without penalty to Customer (excluding non-refundable travel expenses), but any such changes/cancellations made within two weeks of any scheduled work may result in a charge (plus any non-refundable travel expenses).

(3) Project pricing is based on the assumption that Customer's technology infrastructure, equipment, network and operating system are compliant with the requirements/specifications set forth in the Statement of Work and are in good working order. Any time incurred by Avante pursuant to the terms of this Agreement in addressing (i) any non-compliance of Customer's technology infrastructure with the specifications/requirements set forth in applicable Statement of Work, (ii) any unforeseen issues associated with Customer's technology infrastructure and security access that were not disclosed to Avante by Customer prior to the entry into the applicable Statement of Work or (iii) items not specifically included in the Services to be provided by Avante under a Statement of Work but requested by Customer, will be billed at Avante's rates provided under this Agreement for the Project and paid pursuant to the terms set forth in this Agreement.

(4) The Estimated Maximum Price and Fixed Price are based on Avante's daily rates for standard business hours. Any requests from Customer to provide the Services outside standard business hours (Monday – Friday, 8:00 AM – 5:00 PM EST) and Holidays will be billed at 1.5 times Avante's standard daily rate.

## 2.2 Invoices.

(a) T&E Statements of Work. In the case of a T&E Statement of Work, Avante will invoice Customer no more often than monthly. Invoices will describe in detail the Deliverables that have been provided and the Services that have been performed and the charges incurred for such Services and Deliverables for such time period.

(b) Fixed Price Statements of Work. In the case of a Fixed Price Statement of Work, Avante will invoice Customer only upon completion of an agreed Milestone. The term "**Milestone**" means the occurrence of an event or date (such as the beginning, completion or acceptance of the Services or the delivery or acceptance of a Deliverable) that triggers Customer's obligation to make a payment to Avante as set forth in the Statement of Work or as otherwise agreed to by the Parties in writing. Invoices will describe in detail the agreed to Milestones and Deliverables that have been provided and the Services that have been performed and amounts due as of the date of such invoice.

(c) Expenses. Each expense reimbursement invoice must include copies of receipts. Avante shall not be entitled to receive reimbursement for any expenses paid directly by Customer.

2.3 **Payment.** Customer will pay Avante the amount properly invoiced within thirty (30) days after receipt of each undisputed invoice pursuant to *Code of Virginia*, Sections 2.2-4347 through 2.2-4355, commonly referred to as the Virginia Prompt Payment Act. Customer may in good faith dispute any amount charged in an invoice, provided that, Customer will still be obligated pay the undisputed portion of such invoice. Customer must dispute an amount set forth in an invoice within seven (7) business days from receipt of applicable invoice; otherwise the entire amount set forth in such invoice shall be due within thirty (30) days after receipt of the invoice. Any such dispute by Customer must be made in writing and include a detailed description of the basis of such dispute. Customer acknowledges that any failure to remit payment on any invoice within such thirty (30) days period may constitute a breach of this Agreement by Customer and may entitle Avante, in addition to any other remedies set forth herein, to immediately stop

all work on the Project. In addition, in the event any undisputed invoice or portion thereof is not paid when due, Customer shall pay a late charge in accordance with the Virginia Prompt Payment Act.

2.4 **Taxes.** Avante will include in each Statement of Work a good faith estimate of all applicable, sales and use taxes, ad valorem taxes, value added taxes, tariffs and duties that Avante is legally required to collect from Customer. Avante will invoice Customer for, Customer will pay to Avante, and Avante will remit to the appropriate governmental authorities, any such taxes, tariffs or duties unless Customer provides the appropriate tax exemption certificate(s).

2.5 **Recordkeeping.** Avante will keep adequate records of all Services performed, Deliverables provided, invoices issued and payments received during the Term of this Agreement and for five years after its termination. Avante will make the records available to Customer for review and copy at Avante's offices upon the reasonable prior written request of Customer.

2.6 **Survival.** The provisions of this Section will continue and survive in full force and effect after this Agreement expires or is terminated.

3. **Amendments.** "Amendment" means any material addition to, modification or removal of any aspect of the Services or Deliverables described in a Statement of Work through a written request for a change submitted by one Party to the other or any other change to any terms or conditions of this Agreement. Any Amendment must be signed by authorized representatives of both Parties and the Statement of Work to which it relates will be amended accordingly. If the Parties are unable to reach agreement regarding an Amendment, Customer may, at its election, (i) enforce the original Statement of Work, or (ii) terminate that Statement of Work as permitted under Section 14.3.

#### 4. **Intellectual Property and Ownership Rights.**

##### 4.1 **Definitions and Ownership.**

(a) The term "Avante Property" means all Intellectual Property Rights (as defined below) that (i) were in existence and owned by Avante before the Effective Date or (ii) were made or discovered by Avante after the Effective Date other than in connection with the Project. The term "Developments" means (i) all Deliverables; (ii) and all related Intellectual Property Rights that are made, created, discovered or reduced to practice in connection with the Project; except that the term Developments does not include any Avante Property or any non-assignable or non-licensable right or interest in the Product. The term "Intellectual Property Rights" means all intellectual property rights, including patent rights, copyrights, moral rights, trademark rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law.

(b) Subject to Section 4.2 below, Avante will own all right, title and interest in and to the Avante Property and Customer will own all right, title and interest in and to all Developments. Avante hereby assigns to Customer all of Avante's right, title and interest in and to the Developments. Customer will have the sole and exclusive right to possession and custody of the Developments.

4.2 **License.** Unless expressly provided otherwise in a Statement of Work, Avante hereby grants to Customer a non-exclusive, royalty free, perpetual, irrevocable, sub-licensable, world-wide license to make, use, display or otherwise exploit the Deliverables and Services for Customer's business purposes, including any of the Avante Property that is incorporated into any of the Developments that Customer at any time fails or ceases to own for any reason, provided that, such license shall not include any non-assignable or non-licensable right or interest in the Product.



4.3 **Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

5. **Representations, Warranties and Covenants.**

5.1 **Avante.** Avante represents, warrants and covenants to Customer that:

(a) Avante is a business entity of the type specified next to its name in the introductory paragraph to this Agreement, is duly and legally organized, is validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to carry on its business as it is currently conducted, to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action on the part of Avante, including any requisite approvals by its managers, members, partners, directors and/or shareholders, and this Agreement constitutes the legal, valid and binding agreement of Avante enforceable against it in accordance with its terms.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, result in a breach of, or constitute a default under, (1) any material agreement or commitment to which Avante is a party; (2) any order writ, injunction, decree or judgment of any court or governmental agency applicable to Avante or to which any of its assets is bound; or (3) any law or regulation applicable to Avante or by which any of its assets is bound.

(d) Avante will perform the Services in a good, professional and workmanlike manner, in accordance with prevailing standards of care and in accordance with applicable law and use its commercially reasonable efforts to provide the Deliverables as required in the applicable Statement of Work. Avante shall promptly notify Customer of any issue or impediment that will prevent Avante from implementing the Services or providing the Deliverables pursuant to the terms of this Agreement or any Statement of Work.

(e) Customer will own good and marketable title to the Deliverables, subject only to Sections 4.2.

(f) Avante shall promptly notify the project/engagement managers of both Parties of any challenges or issues associated with Customer's technology infrastructure and security access, and Avante, if requested in writing by Customer, will provide, subject to the terms and conditions of this Agreement, troubleshooting guidance and perform such fixes to Customer's technology infrastructure as may be reasonably necessary to address such challenges or issues.

(g) Avante warrants that all Deliverables shall conform and perform with the specifications set forth in the Statement of Work for a period of ninety (90) days from Customer's acceptance of such Deliverable. This warranty shall not apply to any Deliverables which have been the subject of misuse or alteration or to any defect arising from any equipment or component supplied or required by Customer. To the extent permitted by law, Customer's remedy and Avante's liability under this warranty will be for Avante, as determined in Avante's reasonable discretion, in consultation with client to either (i) use reasonable efforts to correct such defect as soon as reasonably practicable after Avante has been notified in writing of such defect, or (ii) if a correction of the defect is not reasonably achievable by Avante, to refund the fees paid by Customer for such Deliverable. Avante makes no representations or warranties associated with the Cherwell Product and shall have no liability or obligation related to any underlying



defect with the Product other than to exercise its commercially reasonable efforts to work with Customer and the manufacturer of the Product to address any such defects.

5.2 **Customer.** Customer hereby represents, warrants and covenants to Avante that:

(a) Customer is a business entity of the type specified next to its name in the introductory paragraph to this Agreement, is duly and legally organized, is validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to carry on its business as it is currently conducted, to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action on the part of Customer, including any requisite approvals by its managers, members, partners, directors and/or shareholders, and this Agreement constitutes the legal, valid and binding agreement of Customer enforceable against it in accordance with its terms.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, result in a breach of, or constitute a default under, (1) any material agreement or commitment to which Customer is a party; (2) any order writ, injunction, decree or judgment of any court or governmental agency applicable to Customer or to which any of its assets is bound; or (3) any law or regulation applicable to Customer or by which any of its assets is bound.

(d) Customer will timely perform all of its obligations hereunder, including but not limited to, the timely payment of all amounts due to Avante under this Agreement or any Statement of Work.

(e) Customer acknowledges and agrees that Avante shall in no event be responsible for any delay or impediment associated with the implementation of the Services or provisions of the Deliverables that is beyond the control of Avante, including, but not limited to, those caused by or arising from any acts or omissions of Customer or its representatives or arising from any issues with Customer's technology infrastructure, equipment, network and/or operating systems.

(f) Customer's technology infrastructure, equipment, network and operating system are compliant with the requirements/specifications set forth in the Statement of Work and are in good working order.

## 6. **Independent Contractor; Subcontracting.**

6.1 **Independent Contractor.** Neither Avante nor any permitted subcontractors are or will be employees of Customer, and nothing in this Agreement creates or is intended to create any employment or other relationship between Customer and Avante and/or any permitted subcontractors. Avante will have sole responsibility for the payment of all applicable taxes and withholdings with respect to compensation paid to Avante and any permitted subcontractors.

6.2 **Subcontracting.** Avante will not retain a subcontractor to perform any part of its obligations under this Agreement or any Statement of Work except as set forth in a Statement of Work or as otherwise agreed to by authorized representatives of the Parties in writing. Any permitted use of subcontractors will not release Avante from any of its obligations under this Agreement. Avante is responsible for its subcontractor's fulfillment of the applicable obligations imposed on Avante by this Agreement.



7. **Indemnification.**

7.1 **Indemnity by Avante.** Avante shall defend, indemnify, and hold harmless Customer and its affiliates and their respective officers, employees, directors, members, managers, shareholders, contractors agents, and successors and assigns, from and against any and all losses, claims, liabilities, damages, lawsuits and other legal proceedings and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of, or resulting from: (a) any act or omission of Avante related to the Services or Deliverables; or (b) breach of any representation, warranty, or covenant of Avante contained in this Agreement or any Statement of Work (including, but not limited to, any claim that the Services or Deliverables infringe the Intellectual Property Rights of any person, individual, corporation or other entity (collectively "**person**"), or violate applicable law). Notwithstanding the foregoing, Avante shall have no obligations under this Section 7.1 or otherwise with respect to any infringement claim based upon: (i) the Product itself and not the Deliverables provided by Avante under this Agreement; (ii) the use or combination of the Deliverables with other products, equipment, software or data not supplied by Avante where the infringement claim would not exist but for such use or combination; or (iii) any modification of the Deliverables by any person or entity other than Avante or its authorized agents or subcontractors.

7.2 **Indemnification Procedures.** The obligation of Avante to indemnify Customer hereunder is predicated upon Customer: (a) providing the indemnifying party prompt written notice of any such claim; (b) allowing Avante to control the defense and any settlement of any such claim, provided that the Customer may, at its expense, participate in such defense and settlement negotiations with counsel of its own choosing consistent with Section 2.2-514 of the Code of Virginia; and (c) reasonably cooperating with Avante, at Avante's expense, in the defense and/or settlement of such claim.

7.3 **Limitation of Liability.**

(a) NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY TO THE OTHER PARTY HERETO OR ANY PERSON WHATSOEVER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION, WHETHER THE CLAIM IS BASED UPON WARRANTY OR OTHER CONTRACT; EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, AND REGARDLESS OF THE FORM OF THE CLAIM OR SUIT OR THE TYPE OF DAMAGES. EACH PARTY IS OBLIGATED TO TAKE COMMERCIALY REASONABLE STEPS TO MITIGATE THE OTHER PARTY'S LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 7.4 AND TO THE EXTENT PERMITTED BY LAW, THE LIABILITY OF EITHER PARTY FOR ANY REASON AND FOR ANY CAUSE OF ACTION WHATSOEVER UNDER THIS AGREEMENT OR ANY EXHIBIT HERETO SHALL BE LIMITED TO THE COST OF THE PROJECT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITATION SHALL NOT APPLY TO ANY LIABILITY FOR (I) PERSONAL INJURY OR DIRECT DAMAGES TO PROPERTY, (II) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, (III) INDEMNIFICATION OBLIGATIONS OR (IV) BREACH OF CONFIDENTIALITY OBLIGATIONS.

(b) THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY STATEMENT OF WORK ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY AVANTE TO CUSTOMER UNDER THIS AGREEMENT AND ANY STATEMENT OF WORK. AVANTE SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WITH REGARD TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED.



7.4 To the extent permitted by the Virginia Tort Claims Act, Section 8.01-195.1, et. seq. of the Code of Virginia, as amended, and other applicable statutes relating to claims against the Commonwealth or its agencies, Customer shall be responsible for the negligent acts or omissions of its officers, employees, and agents. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of Customer's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against Customer or the Commonwealth. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the maximum purchase price.

7.5 **Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

## 8. **Confidentiality.**

8.1 **Confidential Treatment.** In the course of performing this Agreement each Party may be given access to the other Party's Confidential Information. For purposes of this Agreement, "**Confidential Information**" means all information that relates to a Party's past, present and future research, development, or technical knowledge including without limitation, all customer data, which is proprietary to the disclosing Party (or is the confidential information of third parties that a Party hereto is under an obligation to protect) and marked or otherwise designated as "confidential"

8.2 **Limits on Use.** Confidential Information of the other Party may be used by the receiving Party only in connection with the performance of or as authorized by this Agreement. Each Party will protect the confidentiality of Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, including, without limitation, by entering into appropriate confidentiality agreements with employees, independent contractors and subcontractors. Access to Confidential Information will be restricted to those of Avante's and Customer's personnel (as well as permitted subcontractors) engaged in a use permitted under this Agreement. Confidential Information may not be copied or reproduced without the disclosing Party's prior written consent, except as necessary for use in connection with this Agreement.

8.3 **Return of Confidential Information.** All Confidential Information made available under this Agreement, including copies thereof, will be returned upon the termination of this Agreement or immediately upon the other Party's written request.

8.4 **Other Information.** Nothing in this Agreement will prohibit or limit either Party's use of information that is: (a) previously known to it without obligation of confidence; (b) independently developed by it without reference to any Confidential Information of the other Party; (c) acquired by it from a third party that is not under an obligation of confidence to any party with respect to such information; or (d) publicly known through no breach of this Agreement.

8.5 **Disclosure of the Other Party's Confidential Information.** In the event either Party receives a subpoena, or other validly-issued administrative or judicial process, requesting that Confidential Information of the other Party be disclosed, it will promptly notify the other Party of such receipt. The Party receiving such request will thereafter be entitled to comply with such subpoena or other process, only to the extent required by law, provided, that, the Confidential Information so disclosed shall continue to be Confidential Information as between the Parties hereto. Nothing herein is intended to limit Customer's compliance with the Virginia Freedom of Information Act.

8.6 **Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

9. **Publicity Restrictions.**

9.1 **Publicity Restrictions.** Unless otherwise approved in advance in writing by an approved Customer representative, Avante will not: (a) disclose to any person (other than its legal or business advisors) the monetary value of this Agreement; (b) make any public announcement regarding Avante's association with Customer; (c) use Customer's name or any Customer's Intellectual Property Rights in any of Avante's promotional materials, marketing activities or elsewhere; (d) identify Customer on Avante's customer list or website (or on any other person's website that identifies Avante) or in any metatags or key words for those websites; or (e) include a hyperlink from any website maintained by Avante to any Customer's website.

9.2 **Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

10. **Injunctive Relief.**

10.1 **Avante.** Avante acknowledges and agrees that its breach of Sections 4.1 ("Ownership"), 8 ("Confidentiality") and/or 9 ("Publicity") of this Agreement will irreparably harm Customer, and such harm will not be susceptible to accurate measurement of money damages. Accordingly, Customer, in addition to seeking and recovering money damages and other remedies available at law, may seek injunction or other equitable relief to prevent a breach or threatened breach of such Sections, without posting a bond or other form of security.

10.2 **Customer.** Customer acknowledges and agrees that its breach of Sections 4.1 ("Ownership") and/or 8 ("Confidentiality") of this Agreement will irreparably harm Avante, and such harm will not be susceptible to accurate measurement of money damages. Accordingly, Avante, in addition to seeking and recovering money damages and other remedies available at law, may seek injunction or other equitable relief to prevent a breach or threatened breach of such Sections, without posting a bond or other form of security.

10.3 **Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

11. **Insurance.** Without limiting or qualifying Avante's liabilities, obligations, or indemnities otherwise assumed by Avante pursuant to this Agreement, Avante shall maintain at Avante's sole cost and expense, the following insurance coverages and amounts:

(a) Avante shall maintain, with companies reasonably acceptable to Customer, Commercial General Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and including liability coverage for bodily injury or property damage (i) assumed in a contract or agreement pertaining to Avante's business, and (ii) arising out of Avante's products, Deliverables, or work, and Business Automobile Liability Insurance, including owned, non-owned and hired vehicles, with limits of liability of not less than \$1,000,000 per occurrence. Avante's insurance shall be primary, and any applicable insurance maintained by Customer shall be excess and non-contributing. The above coverages shall name Customer as an additional insured.

(b) Avante shall maintain Professional Liability Insurance (including errors and omissions coverage) with liability limits not less than \$1,000,000.



(c) Avante shall maintain Worker's Compensation Insurance in compliance with state statutory minimums.

Avante shall maintain all insurance necessary to conduct its business as required by applicable law in the jurisdiction in which the Services are performed or the Deliverables delivered. Avante shall provide Customer with properly executed certificate(s) of insurance and an endorsement to the policies evidencing compliance with the foregoing requirement prior to commencement of any operation hereunder and shall notify Customer, no less than thirty (30) days in advance, of any reduction or cancellation of the above coverages. Such certificates shall be sent to the attention of Customer at the address set forth in Section 12 of this Agreement.

12. **Communications.** Each notice, consent, request, or other communication required or permitted under this Agreement will be in writing, will be delivered personally or sent by facsimile (with electronic confirmation of receipt and a confirmation hard copy sent by regular mail no later than the following business day) or by a recognized international overnight courier, and will be addressed as follows:

If to Customer: Virginia Commonwealth University  
912 West Grace Street  
Box 980327  
Richmond, VA 23298-0327  
Attention: Associate Director, Procurement Services  
Email: [purchasing@vcu.edu](mailto:purchasing@vcu.edu)

If to Avante: Avante Solutions, Inc.  
728 W Jackson, Suite 105  
Chicago, IL 60661  
Attention: Steven Waxler  
Email: [swaxler@avantesolutions.com](mailto:swaxler@avantesolutions.com)  
Copy: Raquel Alexander  
Email: [ralexander@avantesolutions.com](mailto:ralexander@avantesolutions.com)

Each notice, consent, request, or other communication will be deemed to have been received by the Party to whom it was addressed (a) when delivered if delivered personally; (b) on the first business day after the confirmed email transmission if delivered by email; or (c) on the date officially recorded as delivered according to the record of delivery if delivered by overnight courier. Each Party may change its address for purposes of this Agreement by giving written notice to the other Party in the manner set forth above.

13. **Human Resources and Personnel Issues.**

13.1 **Staffing.** To allow Avante to be able to manage its performance of Services and Deliverables most effectively, Avante reserves the right to determine which of its qualified personnel, including without limitation its agents and independent contractors (other than Avante and its permitted subcontractors), will be assigned to perform Services and Deliverables and to replace or reassign them during the Term. The foregoing notwithstanding, Avante will attempt, subject to scheduling and staffing considerations, to honor Customer's other personnel requests.

13.2. **Access.** Subject to the confidentiality obligations set forth in this Agreement, Customer shall provide Avante with on-site access to its equipment, systems, and other facilities to the extent reasonably required by Avante for the performance of Services and Deliverables hereunder.

13.3 **Customer's Workplace Policies.** In the performance of this Agreement at Customer facilities, Avante's personnel (including without limitation, all permitted subcontractors, agents, and independent contractors) will comply with Customer's standard workplace policies that are identified in writing to Avante, legally enforceable and consistent with this Agreement.

13.4 **CRIMINAL BACKGROUND CHECK:** The Contractor is required to comply with University's employment policies on criminal conviction investigations. <http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

At a minimum, Contractor shall perform criminal background investigations by using a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years for full-time or part-time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees, who will be in sensitive positions. Convictions related to drugs, violence or sexual behavior are generally considered "job-related" and thus impediments to working on campus.

13.4 **Nonsolicitation of Employees.** During the Term and for one (1) year after the expiration or other termination of this Agreement, neither Party will solicit the employment of the other Party's personnel without its prior written consent, provided, that, (a) general solicitations not specifically directed to the other Party's employees (including, without limitation, newspaper help wanted advertisements) shall be permitted without prior consent or notification. Nothing in this section prevents VCU from hiring any individual who responds to a general employment advertisement, is directed to VCU by employment search firms where such employment search firms are not directed by VCU to initiate discussions with respect to the prospective employment of that individual, or contacts VCU on their own initiative without direct or indirect solicitation by VCU.

14. **Term and Termination.**

14.1 **Term.** This Agreement will begin on the Effective Date and continue for a period of three (3) years unless terminated as permitted herein (the "Term"). This Agreement may be renewed for an additional two one-year terms if agreed in writing by authorized representative of the Parties.

14.2 **Termination of this Agreement and/or Statements of Work.** Either Party may terminate this Agreement and/or any Statement of Work(s), effective immediately subject to any notice and cure rights, by giving the other Party written notice if the other Party has breached a material provision of this Agreement or such Statement of Work(s) and that breach remains uncured for thirty (30) days after the breaching Party receives written notice of that breach.

14.3 **Customer's Termination of Agreement and/or Statements of Work.** Customer may also terminate this Agreement and/or any Statement of Work at any time for any reason without liability to Avante, other than as provided herein, by notifying Avante in writing of the effective date of that termination. In such event, Avante will invoice Customer and Customer will pay Avante within thirty (30) days after receipt of such invoice for the Services performed and the Deliverables accepted as follows: (i) for T&E Statements of Work, Customer will pay for hours actually worked and expenses incurred through the effective date of termination; and (ii) for Fixed Price Statements of Work, Customer will pay the pro-rated amount based on the Milestones completed or the percentage of Services and/or Deliverables completed and any other permitted expenses incurred as of the effective date of the termination. Avante will deliver to Customer any raw materials, components, work in process or finished Deliverables to Customer upon Avante's receipt of the payment from the Customer for all amounts due and owing to Avante under this Agreement.



14.4 **Avante Termination of Agreement.** Avante may also terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to Customer when there are no outstanding Statements of Work.

14.5 **Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

15. **Survival.** All provisions of this Agreement that explicitly or by their nature provide for rights, obligations or remedies extending beyond such expiration or termination of this agreement; and all claims that arose before such expiration or termination, will continue and survive in full force and effect after this Agreement expires or is terminated.

16. **Anti-Discrimination.** Avante certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. In every contract over \$10,000 the provisions in (a) and (b) below apply:

- (a) During the performance of this contract, Avante agrees as follows:
  - i. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, Avante will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Avante. Avante agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
  - ii. Avante, in all solicitations or advertisements for employees placed by or on behalf of Avante, will state that Avante is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- (b) Avante will include the provisions of (a) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

17. **Immigration Reform and Control Act of 1986.** Avante certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

18. **Drug-Free Workplace:** During the performance of this contract, Avante agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Avante that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each

subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. **Antitrust.** By entering into this Agreement, Avante conveys, sells, assigns and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

20. **Testing and Inspection.** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

21. **Default.** In case of failure to deliver goods or services in accordance with the Agreement terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold Avante responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

22. **Audit.** Avante shall retain all books, records, and other documents relative to this Agreement (the "Materials") for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. University, its authorized agents, and State auditors will have full access to and the right to examine any Materials during the period.

23. **Appropriation.** Funding for any Agreement between the University and Fastenal is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

24. **Miscellaneous.**

(a) **Assignment and Delegation.** Except as permitted by Section 6.2 (Subcontracting), Avante will not assign any right or delegate any duty under this Agreement, whether by transfer, merger, operation of law, or otherwise, without Customer's consent which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation by Avante without Customer's written consent will be void and of no force or effect. Customer may assign its rights and delegate its duties under this Agreement to any third party without Avante's consent, provided that, no such assignment or delegation shall relieve Customer of its payment obligations without the prior written consent of Avante.

(b) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to choice of law principles. Avante agrees that all disputes arising under the Agreement shall be brought before a court of competent jurisdiction located in Richmond, Virginia.

(c) **Waiver.** Except as otherwise expressly provided in this Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any Party and no course of dealing between the Parties, shall constitute a waiver of any such right, power or remedy. No waiver by a Party of any default, misrepresentation, or breach of warranty or covenant under this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default,



misrepresentation, or breach of warranty or covenant under this Agreement or affect in any way any rights arising by virtue of any such prior or subsequent occurrence. No waiver shall be valid unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced.

(d) Succession and Amendments. This Agreement will bind and inure to the benefit of each Party and its permitted successors and assigns. The Parties may amend this Agreement only by a written instrument signed by an authorized representative of each Party. Both Parties acknowledge and agree that any inconsistent, additional, or different terms in any other document, including in any subsequent purchase order, invoice, or other document, will not have any force or effect unless and until it has been executed by the Parties in accordance with this provision.

(e) Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be modified to the extent necessary for it to be enforceable and such a finding will not affect the validity of any other provision, and the rest of this Agreement will remain in full force and effect.

(f) Counterparts and Delivery. This Agreement may be executed in separate counterparts (including by facsimile, pdf and other electronic means), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(g) Expenses. Each party shall pay and be solely liable for all expenses incurred by it in connection with the negotiation, execution and performance of this Agreement.

(h) Third-Party Beneficiaries. This Agreement is solely for the benefit of Customer, Avante and their representatives, affiliates, successors and permitted assigns, and this Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim of liability or reimbursement, cause of action or other right.

(i) Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties concerning its subject matter and replaces and supersedes all prior or contemporaneous understandings and agreements, written, electronic or oral.

(j) Headings. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement.

(k) Time is of the Essence. Time is of the essence with respect to all dates specified in each Statement of Work.

(l) Recitals and Exhibits. All of the recitals and Exhibits attached to or referenced in this Agreement are hereby made a part of and are incorporated in this Agreement by reference.

(m) Inconsistency. To the extent a Statement of Work is inconsistent or conflicts with the terms of this Agreement, the terms of this Agreement will govern unless the Statement of Work expressly refers to the provision(s) to be modified and provides the full text of the provision(s) as modified.

(n) Force Majeure. Neither party shall be liable or responsible to the other party for any delay in or failure of performance of its obligations under this Agreement to the extent such delay or failure is attributable to any cause beyond its reasonable control, including, without limitation, any act of God, fire, accident, strike, or other labor difficulties, war, embargo or other governmental act, or riot; provided, however, that the party affected thereby gives the other party prompt written notice of the occurrence of any event which is likely to cause any delay or failure and sets forth its best estimate of the length of any delay and any possibility that it shall be unable to resume performance; provided, further, that

said affected party shall use all reasonable efforts to expeditiously overcome the effects of that event and resume performance.;

(o) Identification Cards: All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.

(p) Cooperative Procurement. University intends to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide contractors with opportunities to do business with other VASCUPP institutions of higher education. The VASCUPP institutions that may have access to this Agreement are College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. If the VASCUPP institutions choose to access the Agreement and Avante agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and Avante. University will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. Avante understands and agrees that it shall not have any recourse against University with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

## 25. Special Terms and Conditions Information Technology

### (a) Definitions

- i. "End User" means the individuals authorized by the University to access and use the Services provided by Avante under this agreement.
- ii. "Personally Identifiable Information" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- iii. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- iv. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- v. "Services" means any goods or services acquired by the University from Avante.



- vi. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

(b) Rights And License In And To University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Avante has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

(c) Intellectual Property Disclosure/ Rights

- i. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Avante (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- ii. Avante warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Avante agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the Offeror that the University is licensing under this agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the Offeror, and seeks ownership rights only to the extent Offeror is being engaged to develop certain intellectual property as part of its services for the University.
- iii. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

(d) Data Privacy

- i. Avante will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.

- ii. University Data will not be stored outside the United States without prior written consent from the University.
- iii. Avante will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Avante obligations under this agreement. Avante will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.
- iv. The following provision applies only if Avante will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Avante acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Avante agrees to abide by the limitations and requirements imposed on school officials. Avante will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

(e) Data Security

- i. Avante will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm/Offeror's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Avante warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
- ii. If Avante stores Personally Identifiable Information as part of this agreement, Avante warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
- iii. Avante will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.

(f) Data Authenticity And Integrity

Avante will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

(g) Security Breach



i. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Avante will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Avante will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University. In addition to any other remedies available to the University under law or equity, Avante will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Avante, limited to no more than .5x the value of the Professional Services fees for the initial SOW, to the extent such limit is permitted by law.

(h) Response To Legal Orders, Demands Or Requests For Data

- i. Except as otherwise expressly prohibited by law, Avante will:
  - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Avante seeking University Data;
  - consult with the University regarding its response;
  - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
  - upon the University's request, provide the University with a copy of its response.
- ii. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Offeror, the University will promptly provide a copy to Selected Firm/Offeror. Avante will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

(i) Data Transfer Upon Termination Or Expiration

- i. Upon termination or expiration of this agreement, Avante will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Avante shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Avante agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Avante might have transferred University data. Avante agrees to provide documentation of data destruction to the University.
- ii. Avante will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Offeror's facilities to

remove and destroy University-owned assets and data. Avante shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Avante will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Avante will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

(j) Audits

- i. The University reserves the right in its sole discretion to perform audits of Avante at the University's expense to ensure compliance with the terms of this agreement. Avante shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Avante must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- ii. If Avante must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to Avante as having the potential to affect the accuracy of the University's financial statements, Avante will at its expense conduct or have conducted at least annually a:
  - American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Offeror's security policies, procedures and controls;
  - Vulnerability scan of Selected Firm/Offeror's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
  - Formal penetration test of Selected Firm/Offeror's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.
- iii. Additionally, Avante will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, at University expense, Avante to perform additional audits and tests, the results of which will be provided promptly to the University.

(k) Compliance

- i. Avante will comply with all applicable laws and industry standards in performing services under this agreement. Any Avante personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Avante upon request.
- ii. Avante warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service,



such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

- iii. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Avante service provided to the University, Avante will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.

(l) No End User Agreements

This agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm/Offeror. In the event that Avante enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this agreement shall apply.

(o) Qualified Repair Personnel. All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

**Signature Page**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, to be effective as of the date first written above.

**CUSTOMER:**

Virginia Commonwealth University


By: Patricia Perkins

Printed Name: PATRICIA PERKINS

Title: AVP & CONTROLLER

**AVANTE:**

Avante Solutions, Inc.

By: 

Printed Name: Steven Waxler

Title: President

**Exhibit A**

**Statement of Work**

[To be attached on agreement to by the Parties]



**EXHIBIT A TO MASTER SERVICES AGREEMENT**

**STATEMENT OF WORK**

This Statement of Work ("SOW") is subject to the terms and conditions contained in the Master Services Agreement ("MSA") between the parties hereto dated March 27, 2019, and is hereby made a part thereof. All terms and conditions of the MSA, including (but not limited to) warranties, disclaimers of warranty and limitations of liability, are expressly incorporated herein by reference. To the extent there are any conflicts or inconsistencies between this SOW and the MSA, the provisions of the MSA shall govern and control unless the parties have expressly provided in this SOW that a specific provision in the MSA is amended, in which case the MSA shall be so amended, but only with respect to this SOW. Any such conflicting terms and conditions apply only to the Services and Deliverables described in this SOW and shall have no application to Services and/or Deliverables provided pursuant to any other SOWs. All capitalized terms used but not otherwise defined have the meanings ascribed in the MSA.

The specific terms and conditions relating to the Services and Deliverables include the following:

- 1. Scope.** A detailed description of the scope of services to be provided by Avante and the Parties respective deliverables and performance obligations under this SOW are attached hereto as Schedule 1.
- 2. Compensation and Pricing.** The compensation and payments due to Avante under this SOW are set forth on Schedule 2 hereto.
- 3. Term/Time Frame.** The services of Avante as provided herein and the MSA shall be performed during 2019, with an estimate completion date of "to be scheduled" 2019.
- 4. Other Provisions.** Upon execution, this SOW shall be deemed to be a Statement of Work entered into pursuant to Section 1.1 of the MSA, and as such shall be attached to the MSA as Exhibit A, made a part thereof and be controlled by and interpreted in accordance with the MSA. All of the Schedules attached to this SOW are hereby made a part of and are incorporated into this SOW by reference. Any changes to this SOW may affect the Project's delivery dates and budget and shall only be effective on the written approval by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have duly executed this SOW, to be effective as of the \_\_\_\_\_ day of March 2019.

**CUSTOMER:**

Virginia Commonwealth University


By: Patricia Perkins

Printed Name: PATRICIA PERKINS

Title: AVP & CONTROLLER

**AVANTE:**

Avante Solutions, Inc.

By: 

Printed Name: Steven Waxler

Title: President

**Schedule 1**  
**Scope of Project**

**Scope Definition** – The purpose of this section is to outline the scope of deliverables associated with University’s Cherwell Service Management initiative that includes the following:

- The processes (ITIL and other) under scope Avante expects to include to support your requirements include: Incident, Service Request, Service Catalog using Cherwell’s catalog structure, Problem, Change, and SACM/CMDB Management.
- For this Phase, the Asset capabilities on the ITSM process will be limited to leveraging the existing asset profile records in Cherwell with minimal changes. Full asset lifecycle management for IT is not in scope and is not included in this cost proposal.
- Self-Service Portal to support Incident and Request, Service Catalog and Chat.
- Support for Surveys.
- Support for Agents/Technicians to use the mobile applications for Incident and Request (note this is a basic starting point).
- Integration with Email, Active Directory, eDIR, and Fischer. Location data will be imported that resides in a MS SQL database.
- Assistance with Single Sign-on.
- Integration with SolarWinds, SCCM, JamfPro and Ivanti for asset data import.
- Our proposal recommends on-site Administration Training.
- Avante recommends a Train-the-trainer approach for User Training.
- No other integrations or data imports are included in the scope of this estimate.

Our proposal accounts for providing a turn-key solution (i.e. completing all the deliverables). However, you can elect to assume some of the configurations once your administrator(s) are trained, thereby reducing the Professional Services costs.

**Key Assumptions** – The following points represent key assumptions used in the preparation of this estimate:

- The preferred deployment is SaaS (hosted by Cherwell).
- The scope of Phase One is outlined in the aforementioned ‘scope definition’ section.
- Avante will perform a majority of the configuration efforts.
- Once the Requirements and Design Session is completed, this estimate may change (increase or decrease.)
- No historical data from existing ticketing solutions to be migrated to Cherwell.
- Documentation (outside the system design documentation Avante will prepare as an outcome of the Requirements Sessions) will be limited to the existing Cherwell published documentation.
- Any additional requirements that arise during the Requirements Sessions that are outside the original scope or exceed the expectations of the scope will either require additional services time via a Change Order or may be completed by University resources.

This is a general estimate only based on our experience with other similar clients and is not a firm quote for services.



**Schedule 2  
Compensation and Pricing**

The purpose of this section is to outline how our Professional Services cost estimate is allocated across the high-level Phase One deliverables. Our Professional Services rate is \$198.00/hour (based on \$1,584.00/day) plus travel and expenses which are subject to the guidelines provided by the University. The daily rate is for a Monday – Friday 8:00 AM – 5:00 PM EST work day.

**We will begin the engagement with the Requirements Sessions (or Process Workshops if elected) to scope the system design and high-level requirements, with the outcome a Design Document that will drive an “Agile” approach to the system configuration.**

This estimate is divided into specific deliverable areas to give the University an idea of the level of effort Avante expects for each area. Each deliverable area may not meet the exact numbers provided (low or high), however the total estimate will be applicable for the project, and time/effort can be reallocated across each deliverable.

Phase Deliverable	Comment	Time Effort
<b>System Set-up</b>		
The following items are part of the core set-up for the Cherwell technology.		
Technical Architecture Review	Technical architecture review and planning.	1 – 2 days
Provision/Install	Deliverables include provision for two (2) environments (production and non-production) and testing of all client access options.	1 day
Configuration – Access and Security	Deliverables will include creating security groups for both the internal and external users as well as creating authentication access for users.	1 – 3 days
Integrations Email and Active Directory	Integration with Email, Active Directory, eDIR, and Fisher. This is limited to user contact data import only.	2 – 3 days
<b>Requirements and Design</b>		
The requirements and design drives the configuration of your Cherwell deployment.		
Process Workshop	<p>These workshops will be focused on reviewing the existing VCU processes that are in scope for this SOW. This is an exercise to help facilitate the requirements and design sessions.</p> <p>Avante will not charge for the services time however travel and expenses are applicable. This is limited to no more than two (2) days on-site.</p>	No Charge

Phase Deliverable	Comment	Time Effort
Project Kickoff Meeting	Avante will participate in University's Project Kickoff Meeting. This is typically an on-site meeting where your Project Sponsor is presenting to your organization. Avante may provide some materials to support your PM's preparation of the presentation.	1 Day
Requirements Definition	<p>It will be necessary to identify the functional requirements and system design to support your deployment.</p> <p>The following areas are under scope: described in our Scope Definition above.</p> <p>This time will be divided between on-site requirements gathering and documentation preparation. Documentation will be limited to Design document.</p>	4 – 6 days
<p><b>Configuration for ITSM</b></p> <p>This section governs the majority of the configuration efforts (minus integrations) for the scope of the engagement.</p>		
Configuration – User Profile	<p>A key deliverable will include a Customer Profile (i.e. end users being supported). Avante will configure a single Customer Profile record for this SOW.</p> <p>In addition to configuring the profile, the data will need to be populated on a regular basis. This is an AD integration and only the existing AD attributes will be mapped into the user profile.</p>	1 – 2 days
Configuration – Incident	<p>Avante will deliver the out-of-box Incident process with some configuration.</p> <p>Examples of points for consideration include: Classification methodology, Priority SLA / OLA rules, Notification Rules, Process / Lifecycle, Surveys, Scripts, Stop the Clock, Etc.</p> <p>Note that Avante will limit our configuration work to modifying no more than five (5) existing and creating no more than three (3) new Incident detail forms. If more forms are required, then University resources will complete that configuration work.</p>	4 – 6 days



Phase Deliverable	Comment	Time Effort
Configuration – Service Request	<p>Factors influencing the time are driven by the anticipated difference between out of the box functionality / capability versus University requirements.</p> <p>Time allocated accounts for no more than four (4) Service Request types, with forms, workflow, notifications and approvals.</p> <p>Onboarding, off-boarding and system/application access are limited to the existing out-of-box structures with time for minor changes and simple workflow.</p>	4 – 6 days
Configuration – Service Catalog	<p>This estimate is for the configuration for a basic Service Catalog to support your Service Request process. Factors influencing the time will be driven by the difference between out of the box functionality / capability versus University requirements.</p> <p>Configuration will include and is not limited to: Structure, Entitlement, Security Requirements, and Definitions.</p> <p>This is a starting point for a Service Catalog with a limited number of items.</p> <p>Time allocated here consists of setting up the Service Catalog itself, enabling the proper fields and entering a small number of services as a demonstration while training University staff to populate the remaining data.</p> <p>As we are using Cherwell’s Catalog structure, the format will be limited to the way Cherwell’s Service Catalog items are displayed to the users.</p>	3 – 4 days
Configuration – Problem	<p>Avante will deliver the out-of-the-box Problem process. Avante finds a majority of our customers require some modification to the out-of-box workflow so Avante has allocated time to cover limited modifications.</p>	2 – 3 days

Phase Deliverable	Comment	Time Effort
Configuration – Change	<p>Factors influencing the time are driven by the anticipated difference between out of the box functionality / capability versus University requirements.</p> <p>The Change Management application / object will be configured to support the defined requirements.</p> <p>Avante will leverage the out-of-box Cherwell Change process to align with University’s existing process.</p> <p>Configuration will include and is not limited to: Approval rules, Change Types, Change Documentation Details, Notification Rules, Priority, Risk / Impact, Process / Lifecycle.</p> <p>Note: the wide range is to account for the approval process form navigation changes.</p>	5 – 10 days
Configuration – CMDB/Service Asset and Configuration Management	<p>Factors influencing the time will be driven by the difference between out of the box functionality / capability versus University requirements.</p> <p>This is limited to utilizing the existing nine (9) CI records Cherwell offers with some modifications (and 1 additional new CI record type).</p> <p>Time allocated does not account for Financial, Contracts and other tracking. Relationships if needed will be created by University resources manually. Asset lifecycle is not in scope for this phase.</p>	5 – 10 days
Configuration – Self-Service Portal	<p>Avante will configure the portal for users to submit and view Incidents and Requests (from a Service Catalog), view their assign Assets, and view historical tickets.</p> <p>Other features such as access to knowledge, outages and issues, are not in scope for this phase.</p> <p>We will pair-down the out-of-box Cherwell portal to limit capabilities to the processes in scope (Incident and Request).</p>	5 – 8 days
Configuration – Surveys	<p>Avante will deliver the out-of-box survey capability and will provide one (1) additional survey template.</p> <p>Note the time allocated on the high side is to configure the Survey workflow if you do not want to subscribe to the Cherwell workflow for surveys.</p>	1 – 3 days



Phase Deliverable	Comment	Time Effort
Configuration – Mobile Support	In addition to the out-of-box capabilities Cherwell provides for mobile support Avante allocated some time for specific requirements you may have. The time allocated will provide basic functionality to support Incident and Request Management.	2 – 3 days
Configuration – Dashboards and or Reporting	<p>As Avante does not have your specific Dashboard/Reporting requirements Avante has provided an estimate only with restrictions. Note the extensive out-of-box reports offered by Cherwell typically meet most customers’ reporting needs. In our experience leveraging dashboards for any custom requirements is more effective.</p> <p>We have allocated to assist with modification of up to three (3) existing and three (3) new Dashboards.</p>	2 – 4 days
<p><b>Integrations and Data Imports</b></p> <p>This section is to provide estimates for any third-party applications that will require an integration to Cherwell.</p>		
Integration with MS SCCM	<p>Avante will leverage the Cherwell mApp for SCCM for the integration.</p> <p>Asset data from SCCM will be imported into the CMDB on a scheduled basis for specific CI / Asset types. Information will be mapped and imported / merged into the CI information stored in the CMDB. Avante will assist with the configuration of integration with the existing SCCM environment to import asset data on an ongoing scheduled basis. Your resources will be responsible for any work on the SCCM side.</p>	1 – 2 days
Integration with SolarWinds	<p>Avante will leverage the Cherwell mApp for SolarWinds for the integration.</p> <p>Asset data from SolarWinds will be imported into the CMDB on a scheduled basis for specific CI / Asset types. Information will be mapped and imported / merged into the CI information stored in the CMDB. Avante will assist with the configuration of integration with the existing SolarWinds environment to import asset data on an ongoing scheduled basis. Your resources will be responsible for any work on the SolarWinds side.</p>	1 – 2 day
Integration with Ivanti	<p>Asset data from Ivanti will be imported into the CMDB on a scheduled basis for specific CI / Asset types. Information will be mapped and imported / merged into the CI information stored in the CMDB. Avante will assist with the configuration of integration with the existing Ivanti environment to import asset data on an ongoing scheduled basis. Your resources will be responsible for any work on the Ivanti side.</p>	1 – 2 days

Phase Deliverable	Comment	Time Effort
Integration with JamfPro - Inventory	Apple asset data from JamfPro will be imported into the CMDB on a scheduled basis specifically to the Mobile CI Record type. Information will be mapped and imported / merged into the CI information stored in the CMDB. Avante will assist with the configuration of integration with the existing JamfPro environment to import asset data on an ongoing scheduled basis. Your resources will be responsible for any work required on the JamfPro side.	1 – 2 days
Import Location Data	We will assist with the one-time import of asset data from up to three (3) data sources. University resources will be responsible for preparing the data source to map to the appropriate record in Cherwell.	1 day
Integration with Chat	We understand the University owns Bomgar and recommend we use the built-in integration Cherwell provides to Bomgar. We will assist with the set-up and connection to Bomgar	1 day
Comment on “Other Sources”	<p>In Addendum 2 you mentioned you may have other asset data sources. Without identifying those sources, our estimate is limited to the integration listed above.</p> <p>We would like to highlight that we can work with your resources in a “Mentoring” approach to the above integrations so they will have to knowledge and tools to create other data imports and integrations with minimal assistance from Avante.</p>	N/A
<p><b>Engagement Management</b></p> <p>Below Avante has allocated time to successfully support your Cherwell project.</p>		
System Reviews	<p>Time will be spent reviewing our configurations against the design / specification report to confirm:</p> <ul style="list-style-type: none"> <li>• System is delivered to specification</li> <li>• No issues exist</li> </ul>	1 – 2 days
Go-Live Support	Go-Live support includes getting the system ready for production use (i.e. deleting test records, etc.), as well as being available the day of Go-Live.	2 days
Engagement Management and Documentation	The Avante Engagement Manager will manage the project for Avante and will work with your designated Project Manager. *Please see note below.	6 – 9 days
<b>Total</b> (plus any applicable travel and expenses)		<p><b>59 – 98 days</b></p> <p><b>\$93,456.00 – \$155,232.00</b></p>
**Estimated Travel and Expenses		<b>\$4,000.00 - \$6,000.00</b>



**\*Engagement/Project Management**

Avante will assign an Engagement Manager to work with your designated University Project Manager to coordinate Avante's resources and manage the agreed to implementation activities and milestones as to be defined in your project plan document. Avante will not provide the Project Management documents for this engagement, that is the responsibility of University's Project Manager. If you determine you would like more hands-on Project Management type activities, we can provide an estimate upon request.

**\*\*Travel & Expenses**

A portion of the services work Avante performs will be completed off-site. Avante typically performs the following portions of our services on-site: Requirements Sessions, Final System Walk-thru, Administrator and User Training, and Go-Live support. For these activities/deliverable travel and expenses will be applicable. VCU shall reimburse out of pocket expenses upon submittal of receipts and in accordance and limited by VCU travel rules and allowable cost policy.

## Training

To support the successful deployment and on-going support of the Cherwell technology for University, Avante suggests two types of training: Administration Training and Agent/End-User Training. Below we have provided a summary and pricing for both:

Phase Deliverable	Comment	Time Effort
Administrator Training	Avante is able to deliver Administration Training on-site. There is no limit to the number of participants. The charge is based on the daily Professional Services rate. We recommend that you budget five (5) days per session. Based on the size and scope of your deployment, as well as our experience with other clients similar to the University, you will find this to be a very effective method for ensuring successfully trained system administrators. We will deliver an electronic copy of the Cherwell Administrator Training Manual.	5 days
Super User Training	Cherwell also provides the ability to offset some administrative "type" work on business users. We classify these users as "Super Users". The class covers the following topics: One-Steps, Dashboards and Widgets, Searching and Queue Management. Depending on organizational requirements we can also include time for Reporting and Calendars. These designated Super Users will attend a (2 - 4) hour training class delivered by Avante. Custom documentation is not included, Cherwell provides on-line documentation for these types of items, as well as	1 day
Agent/User Training	This training is for the Agents and Technicians that will use the Cherwell software. We recommend the University utilize a Train-the-Trainer approach for your deployment. Avante can conduct an Agent/User training session as an example, as well as support remote user training via webinar / conference facilities. We also suggest that at least one user training session be recorded and made available on an on-demand basis. We will provide a User Training guide.	3 days
Optional End-User Self-Service Training	Avante has recorded videos for other clients for the purposes of training their end-users on the Self-Service portal. If the University wishes to engage Avante we can deliver 1 training video. Documentation is not included.	1 day
<b>Total (plus any applicable travel and expenses)</b>		<b>10 Days</b> <b>(\$15,840.00)</b>
Estimated Travel and Expenses		\$3,500.00 - \$4,000.00

**Schedule 3**  
**Term and Time Frame**

The dates are to be confirmed once the agreement has been executed.





**PARTNER RESALE ORDER CONFIRMATION  
(NORTH AMERICA)**

Order # 19862

<b>Customer Name (Full Legal Entity Name)</b>	Virginia Commonwealth University		
<b>Installation/Primary Address</b>	907 Floyd Ave, Richmond, VA 23284		
<b>License Key Contact</b>	Thom Mattauch	<b>Title</b>	ITSM Program Manager
<b>Telephone</b>	(804) 827-0532	<b>Email</b>	mattauchi@vcu.edu
<b>Cherwell Partner</b>	Avante Solutions	<b>Partner Contact</b>	Raquel Alexander
<b>Partner Telephone</b>	(866) 282-6831	<b>Partner Email</b>	ralexander@avantesolutions.com

Item	Licensed Software/Services Descriptions	Quantity	Start Date for Maintenance & Support/ Subscription/ Hosting	End Date* for Maintenance & Support/ Subscription/ Hosting
CSM Licensed Software - Subscription Licenses	Cherwell Service Management (CSM) Concurrent User Licenses *For additional licenses, notwithstanding as may otherwise be stated herein, the subscription starts on the date of this Order Confirmation and is prorated to be coterminous with Customer's existing subscription term.	150	29-Mar-2019	28-Mar-2022
CSM Hosting Services Annual	One production environment and a second dev or test environment.	1	29-Mar-2019	28-Mar-2022
Training	Video Learning Library One-Year Individual Subscription	5	29-Mar-2019	28-Mar-2020
Payment Terms	Licensed Software, Training classes, Hosting fees and Maintenance and Support to be invoiced immediately. Training Packages are valid for one year from date of order and are non-refundable. Professional Services to be invoiced by applicable provider as rendered. Pricing does not include any applicable sales tax or similar tax. Customer is obtaining the Licensed Software from Cherwell Software but will be invoiced by the Cherwell Partner listed above for the initial term of the Customer's license agreement, which includes the first annual term of maintenance and support for perpetual licenses and a three year maximum term for subscription licenses. Invoicing and payment for such initial term of this order will be between Customer and Partner.			

**NOTE: All software to be delivered electronically**

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, on its own behalf and on behalf of its subsidiaries, divisions and affiliates (collectively "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 contained in the Agreement and/or addenda attached hereto, or if no Agreement attached, the Agreement located at the applicable URL identified below. Customer further acknowledges that as between Customer and Cherwell, no Cherwell Partner is authorized to modify the terms and conditions of the Agreement nor the rights granted to Customer with regard to the Licensed Software. If Customer is ordering additional software licenses or services and has already executed an Agreement with Cherwell, by signing below Customer agrees that the products and services quoted above are subject to the terms and conditions contained in Customer's existing Agreement.

Hosting Services Addendum (HSA) Attached

End-User Subscription Agreement (EUSA) Attached

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

<b>CUSTOMER</b>	Virginia Commonwealth University	<b>CHERWELL</b>	Cherwell Software, LLC
<b>By (print name and title)</b>	<i>PATRICIA PERKINS AVP</i>	<b>By (print name and title)</b>	<i>Jim Cumella - Area Director</i>
<b>Signature</b>	<i>Patricia Perkins</i>	<b>Signature</b>	Digitally signed by Jim Cumella - Area Director Date: 2019.03.20 14:04:17 -06'00'
<b>Date</b>	<i>3/27/2019</i>	<b>Date</b>	

Version October 2017

## CHERWELL END-USER SUBSCRIPTION AGREEMENT

THIS END-USER SUBSCRIPTION AGREEMENT ("EUSA"), TOGETHER WITH ANY APPLICABLE CHERWELL ORDER CONFIRMATION FORM THAT REFERENCES THIS EUSA (COLLECTIVELY, THE "AGREEMENT"), IS BETWEEN CHERWELL SOFTWARE, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("CHERWELL"), AND THE CUSTOMER IDENTIFIED ON THE ORDER CONFIRMATION FORM ("CUSTOMER"). THIS AGREEMENT AND ADDENDA ATTACHED AND INCORPORATED HEREIN CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND CHERWELL REGARDING THE CHERWELL SOFTWARE PRODUCTS ("LICENSED SOFTWARE") AND THE MAINTENANCE AND SUPPORT AND PROFESSIONAL SERVICES THAT ARE LISTED ON THE ORDER CONFIRMATION FORM. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

### 1. GRANT OF LICENSE AND SUBSCRIPTION

**1.1 Subscription License.** The Licensed Software, which includes all configurable and executable application content or "Blueprints," is licensed to Customer for use subject to the terms of this Agreement. Cherwell hereby grants to Customer and Customer fully accepts, upon delivery, a nonexclusive, non-transferable right to access and use only the executable version (no source code) of the Licensed Software, during the term of the Subscription Service, as described below (the "Subscription Service"). This is not a perpetual use license; rather, Customer is using the Licensed Software pursuant to the Subscription Service and for a limited duration. Customer is allowed only the number of concurrent users of the Licensed Software as shown on the Cherwell Order Confirmation Form. If Customer wishes to expand the number of authorized concurrent users covered by the license, Customer can purchase additional user licenses. Customer's authorized concurrent users of the Licensed Software can include Customer, its subsidiaries and affiliates, and their employees and authorized representatives, agents and contractors. Customer may install copies of the Licensed Software in non-production environments, for purposes of testing, development or disaster recovery, provided, however, that such copies cannot be used for production purposes and there cannot be more than one installation of the Licensed Software in a production environment. In no event shall the number of concurrent users in a production environment exceed the authorized concurrent users covered by the license.

### 1.2 RESERVED.

**1.3 Subscription Service Term.** This Agreement is effective as of the earlier of the date Customer executes this Agreement or the date set forth on the Cherwell Order Confirmation Form (the "Effective Date"). Customer's right to use the Licensed Software continues until this Agreement is terminated or the Subscription Service expires. The Subscription Service is offered on no less than an annual basis and will commence and be invoiced in advance of each annual period in accordance with the Order Confirmation Form. Cherwell will invoice Customer for Subscription Service renewal fees at least sixty (60) days prior to the end of each annual period. Customer's payment of the invoice will constitute notice of Customer's election to renew this Agreement and the Subscription Service. Subscription fees increase as Customer adds additional concurrent user licenses. Either party may terminate this Agreement upon written notice to the other party if the other party fails to cure a material breach of this Agreement within thirty (30) days of written notice of the breach from the terminating party. Upon any termination, Customer agrees to remove all Licensed Software from its computers, destroy all copies of the Licensed Software, and, upon request from Cherwell, certify in writing its compliance. Upon termination by Customer for an uncured breach by Cherwell, Cherwell will pay Customer a pro rata refund of any prepaid but unused Subscription Fees.

**1.4 Intellectual Property Rights.** The Licensed Software is protected by copyright and other intellectual property laws. Cherwell retains all rights, title and interest in and to the Licensed Software. Customer agrees that this is a license only and that no title passes to Customer. If Customer makes or installs copies of the



Licensed Software as provided in this Agreement, the original and all copies of the Licensed Software may not leave Customer's control and are owned by Cherwell. Customer retains all rights to its data.

**1.5 Restrictions.** To the maximum extent permitted by applicable law, Customer may not resell or otherwise transfer for value the Licensed Software without the written consent of Cherwell. Customer may not export, ship, transmit, or re-export the Licensed Software in violation of any applicable law or regulation, including, without limitation, the Export Administration Regulations issued by the United States Department of Commerce and the United States trade embargoes and economic sanctions administered by the U.S. Treasury Department, Office of Foreign Assets Control, or any such similar law or regulation issued by such other governmental entity which may have jurisdiction over such export. Customer agrees not to: (i) modify, decompile, disassemble or reverse engineer the object code portions of the Licensed Software; (ii) distribute, rent, lease or lend the Licensed Software; or (iii) use the Licensed Software except as expressly permitted under this Agreement.

## **2. INDEMNIFICATION**

**2.1** Cherwell shall defend, indemnify and hold Customer harmless against all third party claims, suits, proceedings, costs, damages, losses and expenses (including reasonable attorneys' fees), and judgments incurred, claimed or sustained by Customer arising out of or related to any allegation that any portion of the Licensed Software (including any updates, error corrections, or upgrades thereto), when used solely in the manner and for the purpose for which it was licensed hereunder, violates any patent, copyright, trade secret, trademark, or other third party intellectual property right. If a claim is filed in a court or other administrative proceeding seeking to enjoin the use of the Licensed Software, Cherwell shall either: (i) at Cherwell's cost, procure for Customer the right to continue to use the relevant portion of the Licensed Software; (ii) replace, at Cherwell's cost, the relevant portion of the Licensed Software with a substitute product that functions substantially in accordance with the applicable specifications for that portion of the Licensed Software; or (iii) at Cherwell's cost, modify the Licensed Software so that it does not infringe or misappropriate, provided that the Licensed Software, as modified, continues to perform substantially in accordance with the applicable specifications.

**2.2** Cherwell's indemnification obligation pursuant to the above shall not apply to the extent any infringement claim is found to be caused by (i) Customer's use of the Licensed Software in a manner that is not provided for under this Agreement or Cherwell's user documentation; or (ii) Customer's use, operation or combination of all or any component or portion of the Licensed Software with all or any portion of other software, equipment or systems not provided or required by Cherwell. As a condition precedent to any liability of Cherwell, if Customer receives notice of any infringement claims for which indemnification may be available under the above, Customer must promptly notify Cherwell in writing of the infringement claim.

**2.3** On such notification, Cherwell will have the right to control the defense, select counsel, and direct the course of resolution, including settlement of any infringement claim, in accordance with Section 2.2-514 of the Code of Virginia. (but only if the settlement does not include an admission of liability by Customer, does not involve more than the payment of money and grants Customer a full and unconditional release from all liability with respect to the claim). In addition to the defense provided by Cherwell, Customer may elect to retain its own counsel, but Cherwell will not be responsible for any fees or expenses of such counsel.

## **3. WARRANTIES AND DISCLAIMERS**

**3.1 Limited Warranties.** Each party represents and warrants to the other that it has the legal power to enter into this Agreement. Cherwell further represents and warrants that: (i) it has the right to grant to Customer the license to use the Licensed Software as set forth in this Agreement without violating any rights of any third party and that, to the best of Cherwell's knowledge, the Licensed Software does not infringe or otherwise violate any intellectual property rights of any third party; (ii) the Licensed Software shall operate in material compliance with Cherwell's user documentation; (iii) all services provided by Cherwell pursuant to this Agreement relating



to the Licensed Software will be performed in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Cherwell's industry; and (iv) the Licensed Software shall be delivered free of any virus or otherwise malicious code, or any code or command intended to bring down the Licensed Software or Customer's computers/networks automatically or upon command or otherwise impair their use.

**3.2 Limited Remedy.** In the event of any breach of warranty, Customer's remedy shall be for Cherwell to either correct or replace, at no additional charge to Customer, any portion of the Licensed Software or services found to be defective or, if Cherwell is unable to correct or replace the defect, refund any prepaid but unused Subscription Service fees paid by Customer; and in the event Cherwell introduces any virus or such disabling code or commands into the Licensed Software or any of Customer's equipment, make commercially reasonable efforts to restore any and all data or programming lost by Customer as a result of such virus or disabling code.

**3.3 Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTION 3 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. CHERWELL DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH IN THIS SECTION 3, CHERWELL MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

#### **4. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES**

**4.1 Limitation of Liability.** To the maximum extent permitted by applicable law and except for Customer's payment obligations under this Agreement and Cherwell's obligation to indemnify Customer under Section 2, each party's entire liability under this Agreement shall be limited to the amount paid by Customer for the Subscription Service during the most recent twenty-four (24) month period, which shall not include any amount paid for related or Professional Services. Notwithstanding anything contained herein, Customer is an agency of the Commonwealth of Virginia and as such cannot waive or settle legal claims that Customer may have against another party pursuant to Va. Code § 2.2-514.

**4.2 Exclusion of Consequential and Related Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, LOSS OF USE OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION UNDER SECTION 2 INCLUDES SUCH DAMAGES. For the avoidance of doubt, nothing herein limits Cherwell's liability for personal injury or property damage caused by Cherwell, its officers, agents, or employees arising under this Agreement.

**4.3** Customer is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against Customer or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims, including the Virginia Tort Claims Act, Va. Code §§ 8.01-195.1 et seq., and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of Customer's or the Commonwealth's sovereign immunity or any other applicable requirements under Virginia law for bringing claims against Customer or the Commonwealth.

#### **5. MAINTENANCE AND SUPPORT AND SERVICES**

**5.1 General.** The Subscription Service includes Maintenance and Support of the Licensed Software. Failure to pay any amount due under this Agreement may result in suspension of Maintenance and Support. If Maintenance and Support is interrupted as a result of expiration or termination, Customer may be charged a



reinstatement fee equal to the cost of Maintenance and Support for the period from the date of expiration or termination to the date of renewal.

**5.2 Maintenance.** "Maintenance" entitles Customer to receive updates, upgrades, patches, bug fixes and new releases or versions of the Licensed Software, including updated documentation, as Cherwell may provide from time to time without requirement of a separate license agreement, and without additional charge other than payment of the Subscription fee.

**5.3 Support.** Where provided by and purchased from Cherwell, "Support" entitles Customer to technical assistance with Customer's ongoing use of the Licensed Software, 24 hours a day, 7 days a week. Cherwell will provide support for the most current version of the Licensed Software and one prior version, including interim releases between the two versions; for example, upon release of version 5.x Cherwell will support version 5.x and 4.x. Cherwell may provide limited support for older versions. Cherwell will use its best efforts to answer Customer's specific questions and provide support in accordance with Cherwell's service and support guidelines. Support does not include any third party products that are not part of the Licensed Software. If Support is purchased from and provided directly by a Partner, as described in Section 7.7 below, then the terms and conditions of any agreement between Customer and Partner shall govern with regard to Support.

**5.4 Professional Services.** Where provided by and purchased from Cherwell, "Professional Services" may include training, implementation, installation, on-site assistance, customization, and configuration of the Licensed Software. The total "Professional Services" fee quoted on the Cherwell Order Confirmation Form, if any, is an estimate of the number of days required based on Cherwell's current understanding of Customer's stated implementation requirements. A statement of work shall be mutually agreed upon in writing prior to commencement of any Professional Services. Any professional or related services purchased from and provided directly by a Partner, as described in Section 7.7 below, shall be governed by the terms and conditions of any agreement between Customer and Partner.

## **6. CONFIDENTIALITY**

**6.1 Definition.** As used in this Agreement, "Confidential Information" means any information, whether oral or written, designated by a party as confidential or that reasonably should be understood to be confidential or proprietary in nature. Customer's Confidential Information shall include Customer data stored or processed with the Licensed Software. Cherwell's Confidential Information shall include the Licensed Software. Confidential Information of each party shall include each party's business and marketing plans, financial data, employee data, product plans and designs, and technical information. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public other than by breach of this Agreement; (ii) was known to the receiving party prior to its disclosure; (iii) becomes known to the receiving party after proper disclosure from a third party not under an obligation of confidentiality; or (iv) was disclosed to the minimum extent necessary to comply with a lawful court order or government law or regulation, provided that in the case of (iv) the disclosing party shall provide the other party with advance written notice thereof and reasonably cooperate with the other party to limit disclosure and obtain protective orders or other relief as appropriate.

**6.2 Protection.** Each party agrees to hold the other party's Confidential Information in strict confidence and to treat such other party's Confidential Information with at least the same degree of care employed with respect to its own Confidential Information (but in no event less than reasonable care). Neither party shall (i) use the other party's Confidential Information for its own account or in any manner not contemplated by this Agreement; nor (ii) disclose the other party's Confidential Information to a third party without the prior written consent of the other party. Both parties shall limit access of each other's Confidential Information to those of its employees, contractors and agents who have a need for such access and who are bound to confidentiality obligations substantially similar to those set forth in this Section. This Section shall survive termination or



expiration of the Agreement (for any reason) for a period of three (3) years. Nothing herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act.

## **7. MISCELLANEOUS**

**7.1 Severability.** If any of the terms, or portions thereof, of this Agreement are invalid or unenforceable under any applicable statute or rule of law, the court shall reform the Agreement to include an enforceable term as close to the intent of the original term as possible; all other terms shall remain unchanged.

**7.2 Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Cherwell relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, proposals and negotiations, whether written or oral. Any additions to, or modifications of, this Agreement shall be binding upon the parties only if in writing and executed by a duly authorized representative of Customer and Cherwell. **TERMS AND CONDITIONS OF ANY CORRESPONDING PURCHASE ORDER OR OTHER DOCUMENT RELATING TO THE LICENSED SOFTWARE THAT ADD TO OR CONFLICT WITH THE TERMS CONTAINED IN THIS AGREEMENT SHALL BE DEEMED MATERIAL AND ARE REJECTED**

**7.3 Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. To the extent any provision of this Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to Customer's status as an agency of the Commonwealth of Virginia, such provision is null and void.

### **7.4 RESERVED**

**7.5 Assignment.** This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective successors and permitted assigns. A party may not assign any of its rights, obligations, or responsibilities under this Agreement without the prior written consent of an authorized representative of the other party, which shall not be unreasonably withheld, except that neither a change in control in the assigning party nor assignment to any entity (other than a competitor of the other party) that controls, is controlled by or is under common control with the assigning party, shall be deemed an assignment in violation of the foregoing; provided, however that the assigning party gives the other party written notice of any such change in control or assignment.

**7.6 Choice of Law.** This Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia, without regard to its choice of law principles. Cherwell agrees that all disputes arising under this Agreement shall be brought before a court of competent jurisdiction located in Richmond, Virginia. VCU does not waive its right to a trial by jury. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**7.7 Third Parties and Third Party Resellers.** No person who is not a party to this Agreement has or shall have any right to enforce any term of this Agreement and no consent of any third party shall be required for any cancellation or variation of the Agreement. From time to time, Cherwell may authorize certain third parties, such as value-added resellers or solutions partners ("Partners"), to resell the Licensed Software and Maintenance and Support Services. Customer acknowledges that as between Customer and Cherwell, Partners are not authorized to modify the terms and conditions of this Agreement nor the rights granted to Customer with regard to the Licensed Software. In certain jurisdictions or markets, Customer may purchase, from the Partner (rather than Cherwell), Support Services and Professional Services to be performed by the Partner. In such case, the terms of any agreement between Customer and Partner for such services shall govern, and Cherwell shall not be liable or otherwise responsible for Partner's performance or non-performance under such agreement. Maintenance, as described in this Agreement, shall in all cases be provided by Cherwell, subject to the terms of this Agreement.



**7.8 Taxes.** Unless otherwise stated on an Order form, Cherwell's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including without limitation value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement. If Cherwell has the legal obligation to remit or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to, and paid by Customer, unless Customer provides Cherwell with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, Cherwell is solely responsible for taxes assessable against Cherwell based on its income, property or employees.

Signature lines for the EUSA are located on the Cherwell Order Confirmation form to which the EUSA is incorporated by reference.

## CHERWELL SOFTWARE HOSTING SERVICES ADDENDUM

This Hosting Services Addendum (this "Addendum") is between Cherwell Software, LLC, a Delaware limited liability company ("Cherwell") and Virginia Commonwealth University ("Customer"), and is entered into pursuant to the End-User License Agreement ("EULA") or End-User Subscription Agreement ("EUSA") (in either case the "Agreement") between Customer and Cherwell regarding certain Licensed Software, as defined in the Agreement.

Cherwell offers a flexible licensing model that allows Customer to deploy the Licensed Software on premise, in a Cherwell-hosted environment or in a third-party data center. This flexibility applies to both perpetual licenses under a EULA and subscription licenses under a EUSA. This Addendum contains the terms and conditions that apply when Customer has chosen to deploy the Licensed Software in a Cherwell-hosted environment and is attached to and incorporated into the Agreement. The Addendum may be terminated as provided below and Customer may continue to use the Licensed Software subject to the applicable Agreement.

### 1. HOSTING SERVICES

**1.1 Facility.** Cherwell shall, either directly or indirectly through a third party hosting facility, maintain and support the hardware, servers, operating systems, database servers, networking and infrastructure (such as power, connectivity and environmental controls) necessary for Customer to access and use the Licensed Software, including maintaining maintenance and support agreements with necessary third party providers and applying the latest upgrades, updates and patches from those providers. Cherwell's hosting facility will comply with applicable laws, rules and regulations regarding safe working environments and fire protection measures and will maintain safety and security measures in accordance with customary industry standards. Upon request, Cherwell will provide Customer with documentation describing such standards and measures.

**1.2 Connectivity.** Cherwell shall provide a Domain Name System (DNS) Name which shall provide Customer connectivity and access to the Licensed Software.

**1.3 Security.** Customer Data means all text, images and information provided by Customer and stored in the hosted system. Cherwell will use industry standard security measures, such as firewalls and standard encryption protocols, to protect Customer Data. Cherwell will promptly notify Customer of any compromise to the security of the hosting facility that impacts Customer. Cherwell shall logically segregate Customer Data from data belonging to other Cherwell customers. Cherwell will immediately notify Customer of a confirmed security breach that impacts Customer Data and will provide Customer with regular status updates until the breach is resolved. ~~Within 72 hours of final resolution of the breach, Cherwell will provide Customer with a final incident report.~~ In the event Cherwell engages a third party service provider to assist Cherwell in fulfilling its duties under this Addendum, Cherwell agrees that it will enter into a confidentiality agreement with the third party that is at least as protective of Customer's Confidential Information as the Agreement.

**1.4 Customer Data Back-Up.** For the Licensed Software installed in the hosted production environment, Cherwell will (i) perform hourly differential backups and store such backups for five (5) days; and (ii) perform daily backups and store such backups for thirty-one (31) days. For hosted non-production environments, Cherwell will perform daily backups and store such backups for thirty-one (31) days. All backups are encrypted both at rest and in transit. Backups are made directly to disk and replicated to a secondary geographically disperse location. Cherwell will use commercially reasonable efforts to meet a disaster recovery time objective of two (2) hours in a disaster recovery scenario. Customer acknowledges that Cherwell may charge customer for recovering data which was lost or no longer available as a result of Customer's own actions or inactions. Customer further acknowledges that Cherwell's services are not intended to be used as the sole repository for Customer Data and that Customer has access to and control over its Customer Data, including the ability to make



its own backups using the Cherwell Administration tool. CUSTOMER IS STRONGLY ADVISED TO MAINTAIN A COPY OF ALL CUSTOMER DATA ON SERVERS OTHER THAN THOSE PROVIDED OR MAINTAINED BY CHERWELL PURSUANT TO THIS ADDENDUM.

**1.5 Maintenance and Support.** Pursuant to the Agreement, Cherwell or, if agreed upon by both parties, a Cherwell Partner, will provide Maintenance and Support for the Licensed Software, including any portion installed locally on Customer's own computers. All requests for Support must be directed to the designated technical support team and not the Cherwell hosting team. However, Customer acknowledges that Cherwell or the Cherwell Partner, as the case may be, is not responsible for, nor will Cherwell or the Cherwell Partner provide support related to, Customer's environment or infrastructure in which such local installations of any portion of the Licensed Software are found.

**1.6 Upgrade Notification.** Cherwell shall provide Maintenance of the Licensed Software as defined and set forth in the Agreement. Cherwell shall provide Customer thirty (30) days advance notice prior to applying any updates, upgrades, patches, bug fixes and new releases or versions of the Licensed Software provided as part of Maintenance (each a "Maintenance Release") to the Cherwell-hosted Licensed Software. Customer may opt out of a particular Maintenance Release, provided, however, that Customer agrees that it will not be able to decline or defer critical security patches and updates and Cherwell is free in its reasonable discretion to determine which Maintenance Releases are critical. Customer shall be responsible for applying Maintenance Releases to any locally installed portion of the Licensed Software.

## **2. SYSTEM AVAILABILITY; EXCUSED OUTAGES**

**2.1 Availability.** The Licensed Software shall be available 99.98% of the time per month, except for Excused Outages. Excused Outages are defined as unavailability of the Licensed Software caused by (i) Scheduled Maintenance, as defined below; (ii) Customer's systems or Customer's actions or inactions; and (iii) circumstances beyond Cherwell's control or the control of Cherwell's authorized agent or service provider, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, and equipment and telecommunications failures, delays, attacks or intrusions that are external to the Cherwell hosting environment and/or otherwise not reasonably under Cherwell's control, provided Cherwell or its authorized agent or service provider takes reasonable and commercial care to prevent such failures, delays, attacks or intrusions.

**2.2 Scheduled Maintenance.** Cherwell will perform Scheduled Maintenance only during the weekends, beginning no earlier than Friday at 8:00 p.m. MST and ending no later than 2:00 a.m. MST Saturday, unless otherwise agreed upon by both parties; and shall provide Customer at least seven (7) calendar days advance notice thereof, except for emergency maintenance, in which case Cherwell shall provide as much notice as reasonably practicable and no less than 24 hours' notice.

**2.3 Notification and Cooperation.** In addition to the Scheduled Maintenance notice above, Cherwell will promptly notify Customer of any service outages via email or telephone. All notices will include a recovery time estimate. Cherwell will attempt to resolve outages within the time estimated but any timeframes are estimates only and are not guaranteed. Cherwell will also notify Customer when the outage is resolved and services have been restored. Customer acknowledges that in certain circumstances system unavailability may be caused by issues with Customer's computers or systems and agrees to cooperate with Cherwell to determine the source of the outages.

**2.4 Service Credits.** In the event the Licensed Software is not available as set forth above, Customer shall be entitled to a Service Credit equal to the value of the down time (on a pro-rata basis, using Customer's annual subscription fee or annual hosting fee, as the case may be) applied as a credit on Customer's next invoice. In the event Customer is entitled to Service Credits over any three consecutive months, or for any five months



during a 12-month period, then notwithstanding any other provision of the Agreement, Customer shall have the right to terminate this Addendum and receive a pro rata refund of any prepaid but unused hosting fee.

**3. CUSTOMER ACCESS.** In order to administer its installation of the Licensed Software, Customer must install the Cherwell Administration module on a local computer. However, in order to maintain the security of the hosting system while Cherwell is providing hosting services, Customer will not have direct access to the hosted environment except via the Cherwell Service Management applications and shall not install the Server portion of the Licensed Software on its own systems or premises for use in a production environment. At Customer's option, Customer may (i) access the Licensed Software in a "smart client" environment and install the Client portion of the Licensed Software on Customer's end-user computers or (ii) Customer may access the Licensed Software in a "browser client" environment without installing the Client portion of the Licensed Software on Customer's end-user computers. In either environment, however, the number of concurrent users accessing the Licensed Software must not exceed the number of concurrent users provided for under the Agreement. Upon termination of this Addendum, Customer may install the Server portion of the Licensed Software on its own systems and premises in a production environment, subject to the Agreement. Customer may install copies of any portion of the Licensed Software in non-production environments, solely for purposes of testing, development or disaster recovery, provided, however, that in no event shall such copies be used for production purposes.

#### **4. CUSTOMER OBLIGATIONS**

**4.1 Restrictions.** Customer shall take reasonable administrative controls to prevent its employees, affiliates and clients from: (i) knowingly or intentionally interfere with or disrupt the Licensed Software or the Cherwell systems used to host the Licensed Software, including, without limitation, transmitting viruses, worms, Trojan horses or other malicious code; (ii) attempt to gain unauthorized access to the hosted system or network or allow others to do so; or (iii) make any use of the service that violates any applicable law, rule or regulation. Cherwell will notify Customer of attacks originating from Customer's systems without unreasonable delay, and Cherwell will reasonably cooperate with the customer in investigating such attacks. Cherwell may suspend services due to detection of an attack coming from Customer's systems or a determination that continued use of the service will violate applicable law or the legal rights of another person or entity. Except for the limited right to access and use the Cherwell hosted environment as provided in this Addendum and the software use license granted in the Agreement, Cherwell reserves all rights to the Licensed Software and the Cherwell hosted environment.

**4.2. Customer Data.** Customer represents that it has all necessary permissions and rights to the Customer Data and grants Cherwell a limited and non-exclusive license, for the sole purpose of providing services under this Addendum, to copy, display, distribute, download and transmit Customer Data. To the extent Customer Data is Confidential Information of Customer, it is subject to the terms of the Agreement, including the Confidentiality section, and to any other confidentiality agreement mutually agreed between Cherwell and Customer.

#### **5. TERM AND TERMINATION**

**5.1 Effective Date.** This Addendum is effective as of the Effective Date of the Agreement and the initial term of this Addendum shall be three years, unless otherwise agreed to in writing by the parties. Following the initial term, Customer may renew this Addendum for one or more additional one-year terms by providing notice to Cherwell.

**5.2 Termination.** Customer may terminate this Addendum at any time, without cause, by providing written notice to Cherwell, but this does not entitle Customer to any type of refund. Either party may terminate this Addendum upon written notice to the other party if the other party fails to cure a material breach of this Addendum within thirty (30) days of written notice of the breach from the terminating party. Upon termination

by Customer for an uncured breach by Cherwell, Cherwell will pay Customer a pro-rata refund of any prepaid but unused hosting fee, plus any unpaid service credits payable to Customer.

**5.3 Effect of Termination.** Termination of this Addendum shall not terminate the Agreement nor Customer's right to use the Licensed Software as set forth in the Agreement. Termination of this Addendum will likewise not obligate Cherwell to reinstall the Licensed Software on Customer's own systems or premises or provide professional or "migration" services related thereto, except as mutually agreed upon by the parties. Upon termination of this Addendum, Customer will have 30 days to request a copy of its data, and if requested, Cherwell shall provide such data in an industry-standard format such as a XML or .csv file. After the 30-day period, Cherwell has no obligation to maintain or provide Customer Data and will destroy all Customer Data in its possession or under its control in accordance with industry standard data destruction methods, unless such destruction is legally prohibited.

Signature lines for the Agreement are located on the Cherwell Order Confirmation form to which the Agreement is attached and incorporated by reference.



# VCU Procurement Services

## Request for Proposals

**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
#8067271AA**

**Issue Date:** May 18, 2018  
**Title:** IT Service Management Solution  
**Issuing and Using Agency:** Virginia Commonwealth University (VCU)  
**Direct Inquiries to:** Amy Anthes  
aranthes@vcu.edu

**Proposal Due Date (Firm):** June 15, 2018  
2:00 P.M.

**Proposal Delivery Addresses:** VCU  
Procurement Services – Proposal Processing  
912 W. Grace Street, 5<sup>th</sup> Floor  
Richmond, VA 23284

*Note: Do not send via US Mail.*

**Access to Solicitation:** This solicitation and any addenda are posted and may be accessed at any time at: <http://www.eva.virginia.gov>



*A VASCUPP Member Institution*



**VIRGINIA COMMONWEALTH UNIVERSITY  
REQUEST FOR PROPOSALS (RFP)  
IT Service Management Solution  
#8067271AA**

**OFFER FORM**

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

**A. GENERAL INFORMATION:**

Name & Address of Firm:

	Date:
	By ( <i>Signature In Ink</i> ):
Zip Code	Name Typed:
E-Mail Address:	Title:
Telephone: ( )	Fax Number: ( )
<b>Toll free, if available</b>	<b>Toll free, if available</b>
DUNS NO.:	FEI/FIN NO.:

**B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION**

MINORITY-OWNED BUSINESS:	( ) YES ( ) NO	WOMEN-OWNED:	( ) YES ( ) NO	
REGISTERED WITH eVA:	( ) YES ( ) NO	SMALL BUSINESS:	( ) YES ( ) NO	
VIRGINIA DSBSD CERTIFIED:	( ) YES ( ) NO	VIRGINIA DSBSD CERTIFICATION#:		

**C. PROPRIETARY OR CONFIDENTIAL INFORMATION**

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <b>add an attachment sheet to this form with details.</b>	<b>See Paragraph X for more information</b>
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**D. ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

Addendum #			Addendum #	
Addendum Date	___/___/___		Addendum Date	___/___/___
Addendum #			Addendum #	
Addendum Date	___/___/___		Addendum Date	___/___/___

**Affix this Form as the FIRST PAGE of your proposal.**

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## **I. PURPOSE**

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals for a comprehensive IT Service Management Solution for Virginia Commonwealth University (the lead issuing agency), hereafter referred to as VCU or the University.

Term: The initial contract term shall be three (3) year(s), with the option of up to two (2) 1-year renewals, to be executed upon mutual signed agreement of both parties.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

- C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

## **II. THE UNIVERSITY**

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of "Highest Research Activity" and "Community Engaged." As one of the nation's top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

VCU Health is one of the nation's leading and Central Virginia's only academic medical center. It includes the VCU Health System Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician/faculty members, and the health sciences schools of VCU.

The university and its medical center are the largest-single employer in the Richmond area, with more than 27,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's direct economic impact to Virginia is estimated to be more than \$3 billion in annual spending that supports more than 40,000 jobs.



VCU's 16 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball team's run to the Final Four in 2011.

### **III. PRE-PROPOSAL CONFERENCE**

An optional pre-proposal conference will be held at 1:00pm on June 1, 2018 at the:

#### **Technology Administration Building**

**701 West Broad St**

**Richmond, VA 23220**

**For directions and paid parking information visit:**

<https://parking.vcu.edu/parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to arantes@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- "Dial-In" numbers:
  - 866-842-5779 (United States and Canada)
  - 832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- "Dial-In" at the scheduled date and time.

### **IV. STATEMENT OF NEEDS**

The IT Service Management Solution should assist in advancing towards greater organizational maturity in IT Service Management for the University through a thoughtful implementation of best practices using industry leading frameworks such as ITIL, LeanIT, Agile, etc. In addition to supporting IT capabilities, the solution should provide for Service Management integrations to address other areas such as Human Resources, Facilities, and Financial Management. The ultimate goal is to have a solution that meets the needs of the entire University such that each functional unit can use a centralized solution for Service Management activities. Both central and distributed IT units will use the solution, thus it must be capable of supporting various queues and workflows to satisfy the needs of each unit. The system must support scalability for growth in size and complexity into the future. The preference would be for a SaaS or Hybrid solution, but on premise products will also be considered if the product's functionality would best suit the expressed needs.

#### **A. Current State**

Service Management at VCU is a complex, diverse, and segregated set of processes across all campus IT and functional support units. A majority of IT units are currently using the same centrally supported ITSM solution, with a handful of other IT units using various other tools. HR currently is not using any Service Management solutions, Senior leadership at the administrative level has

expressed a vision for a single service management solution that all IT and other administrative units could utilize to provide a consolidated platform for supporting our customers. This goal for a consolidated platform offers an opportunity to share common practices/ processes, technical documentation, and knowledge base materials. The decision has been made to adopt an ITIL framework, and a majority of the IT staff on campus have been ITIL 2011 Foundations certified. At this point in time there is a moderately mature Change Management process integrated with our current ITSM solution, in addition to low maturity incident and request processes.

**B. Goals and Objectives**

1. Provide a replacement Service Management solutions for units that are currently utilizing our existing centrally supported solution, as well as provide an alternative for those who are currently using some other product.
2. Integrate non IT administrative units into a single shared Service Management solution.
3. Obtain a Service Management solutions that is easy to administer and requires low administrative overhead.
4. Provide a seamless integration among Service Management processes and key existing data sources.
5. Implement a solution that assists the entire organization in IT process maturation as it relates to the industry standard best practice frameworks.

**C. Scope**

1. The product provided by the vendor must include at minimum the following CORE Process integrations to respond. Note: This is a general overview section, and more detailed information and specific questions are asked in Attachment A.
  - a. Incident Management
  - b. Request Fulfillment
  - c. Change Management
  - d. Service Asset and Configuration Management
  - e. Problem Management
  - f. Knowledge Management Service Level Management
  - g. Service Portfolio Management
  - h. Call Management
  - i. Human Resource Case Management
2. Optional processes may include
  - a. Event Management
  - b. Release and Deployment Management
  - c. Capacity Management
  - d. Availability Management
  - e. IT Service Continuity Management
  - f. Demand Management
  - g. Information Security Management Supplier Management
  - h. Transition Planning and Support
  - i. Service Validation and Testing
  - j. CSI
  - k. Financial Management
  - l. Facilities Management

**D. Detailed Requirements**

The focus of the RFP is a Service Management solution designed for activities that best meet the requirements and specifications outlined in Attachment A. VCU is seeking a solution that has

numerous components and functionalities per the requirements in Attachment A, which details relevant requirements. Note: There are eight (8) tabs in Attachment A.

1. General Usability- the first tab is focused on high level usability and general solution capabilities
2. Process Modules- the second tab is specific to the individual processes cited in the scope section of the RFP.
3. System Administration- the third tab is specific to system administration, integration with other systems, data integrity and security as well as architecture.
4. HR Management- the fourth tab outlines the requirements for HR case management.
5. Reporting/ Analytics- the fifth tab is focused on reporting, metrics, survey and data analytics capabilities.
6. Design/ Planning/ Implementation/ Support- the sixth tab is specific to the design, planning, implementation, training and continual support of the proposed solution.
7. Cost Structure- the seventh tab focuses on proposed pricing of the solution.
8. Vendor History- the eighth tab is focused on vendor history.

**All responses for Attachment A must be placed into the Excel spreadsheet, unless otherwise noted.** If additional supporting material is requested or provided, reference the corresponding question from the spreadsheet by Reference Number. Follow Attachment A carefully as any external materials will be treated as exhibits to the primary proposal.

E. Procurement Requirements

1. The terms and conditions of the RFP govern the resulting contract.
2. Any freight terms shall be F.O.B. Destination/ Prepaid. Additional charges shall not be allowed.
3. The words shall and must indicate mandatory requirements and the words should or may indicate non-mandatory requirements. Please clearly indicate that your firm is agreeing to comply with all of the mandatory requirements.

V. **THE REQUEST FOR PROPOSALS PROCESS – GENERAL**

- A. **Written Proposals:** To properly respond to this Request for Proposals, Offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required:** As noted on the solicitation cover sheet, hard copy original proposals must be physically delivered to a specific address prior to a FIRM deadline. E-mailed submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations:** Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection:** Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all Offerors to read the entire solicitation to understand the entire solicitation process.

VI. **PREPARATION OF WRITTEN PROPOSALS - GENERAL**

- A. Offerors shall submit:



1. **Required Forms:** The following forms must be completed and returned with the proposal
  - a) The Offer Form on Page 2 of the RFP
  - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
  - c) Fully completed Appendix II.
  - d) All forms must be executed by an official representative of the Offeror.
2. **Hard Copy and Electronic Copy of Entire Proposal**
  - a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information, and
  - b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

**VII. SUBMISSION OF PROPOSALS**

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University’s Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. E-mailed and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelope or box used to deliver proposals. Example:

From:

Name of Contractor	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code +4	RFP Title	
Name of Contract/Purchase Officer or Buyer: _____		

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

**VIII. PROPOSAL RESPONSE FORMAT**

- A. General

Include the following information in your proposal responses written in Attachment A. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include, in Attachment A, primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

Provide, in Attachment A, a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide, in Attachment A, a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.

7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a SBSBD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

See Tab 7, Attachment A

**IX. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):**

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

**Offerors must submit complete Appendix I (see section XXIV: Attachments) unless Offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the cover sheet of this RFP, but are not required to complete Appendix I.**

**Use of Subcontractors:** If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts.

**Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix I - Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be subcontracted out and the names and addresses of potential Subcontractor(s) under the Contract.

**SWaM REPORTING AND DELIVERY REQUIREMENTS:**

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University  
Procurement Services Office  
Attn: SWaM Coordinator  
912 W. Grace Street, POB 980327



Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

**X. ADDENDA**

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

**XI. PROPOSAL ACCEPTANCE PERIOD:**

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

**XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION**

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

**XIII. LATE PROPOSALS**

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

**XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS**

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: , 2018.

**XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:**

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

**XVI. ORAL PRESENTATIONS**

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations
- B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

**XVII. BEST AND FINAL OFFERS (BAFO):**

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

**XVIII. QUALIFICATIONS OF OFFERORS:**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**XIX. CANCELLATION OF SOLICITATION**

The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

**XX. EVALUATION CRITERIA**

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

**EVALUATION CRITERIA**

Qualifications and Experience	30%
Methodology/Approach	35%
Pricing Schedule	25%
SWaM Status/Utilization*	10%

*\*Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).*

**XXI. AWARD OF CONTRACT**

- A. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected Offerors.
- B. After negotiations have been conducted with each Offeror so selected, the University shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.
- C. Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- D. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

**XXII. GENERAL TERMS AND CONDITIONS**

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.



- B. **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:
1. During the performance of this contract, the Contractor agrees as follows:
    - a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of

notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

(2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:  
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the



Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping

containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:
1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. Employers Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the

individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. As applicable, federal law requires compliance with the following for all federal government contracts:
1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
  2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. The Vendor Transaction Fee is:
- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.
- AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services,



actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

FF. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services  
Virginia Commonwealth University  
912 West Grace, 5th Floor  
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

GG. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

**XXIII. SPECIAL TERMS AND CONDITIONS**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **CERTIFIED TEST REPORT:** Each Offeror shall provide a copy of a certified test report with their proposal. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specifications indicated herein. However, the Commonwealth reserves the right to perform any tests or inspections when and as deemed necessary to verify the certified test report.
- D. **CONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_  
License# \_\_\_\_\_ Type: \_\_\_\_\_

- E. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- F. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

- G. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- H. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- I. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- J. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- K. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- L. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- M. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- O. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- P. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for two (2 ) successive one (1) year periods under the terms and conditions of the original contract except as stated in #1 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the All Items category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.



- Q. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- R. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- S. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- T. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- U. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

- V. GRAMM-LEACH-BLILEY ACT:  
The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.
- W. IDENTIFICATION CARDS:  
All Contractor employees authorized to work at VCU, must obtain a VCU identification card.

Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.

## **XXIV. SPECIAL TERMS AND CONDITIONS INFORMATION TECHNOLOGY**

### **A. DEFINITIONS:**

1. "End User" means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Offeror under this agreement.
2. "Personally Identifiable Information" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
3. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
4. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
5. "Services" means any goods or services acquired by the University of Virginia from the Selected Firm/Offeror.
6. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

### **B. RIGHTS AND LICENSE IN AND TO UNIVERSITY DATA:**

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm/Offeror has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

### **C. INTELLECTUAL PROPERTY DISCLOSURE/ RIGHTS:**

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Selected Firm/Offeror (or its subcontractors) for the University

will not be disclosed to any other person or entity without the written permission of the University.

2. Selected Firm/Offeror warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Selected Firm/Offeror agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the Offeror that the University is licensing under this agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the Offeror, and seeks ownership rights only to the extent Offeror is being engaged to develop certain intellectual property as part of its services for the University.
3. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

**D. DATA PRIVACY:**

1. Selected Firm/Offeror will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.
2. University Data will not be stored outside the United States without prior written consent from the University.
3. Selected Firm/Offeror will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Offeror obligations under this agreement. Selected Firm/Offeror will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.
4. The following provision applies only if Selected Firm/Offeror will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Offeror acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Offeror agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Offeror will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

**E. DATA SECURITY:**

1. Selected Firm/Offeror will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm/Offeror's own data of a similar



type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm/Offeror warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.

2. If the Selected Firm/Offeror stores Personally Identifiable Information as part of this agreement, the Selected Firm/Offeror warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
3. Selected Firm/Offeror will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.

F. DATA AUTHENTICITY AND INTEGRITY:

Selected Firm/Offeror will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

G. SECURITY BREACH:

1. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Selected Firm/Offeror will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Offeror will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
2. If Selected Firm/Offeror will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Offeror will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/Offeror.

H. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:

1. Except as otherwise expressly prohibited by law, Selected Firm/Offeror will:
  - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Offeror seeking University Data;
  - consult with the University regarding its response;
  - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
  - upon the University's request, provide the University with a copy of its response.
2. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Offeror, the University will promptly provide a copy to Selected Firm/Offeror. Selected Firm/Offeror will promptly supply the University with copies of data

required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

I. DATA TRANSFER UPON TERMINATION OR EXPIRATION:

1. Upon termination or expiration of this agreement, Selected Firm/Offeror will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Offeror shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Offeror agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Offeror might have transferred University data. The Selected Firm/Offeror agrees to provide documentation of data destruction to the University.
2. Selected Firm/Offeror will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Offeror's facilities to remove and destroy University-owned assets and data. Selected Firm/Offeror shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Offeror will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm/Offeror will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

J. AUDITS:

1. The University reserves the right in its sole discretion to perform audits of Selected Firm/Offeror at the University's expense to ensure compliance with the terms of this agreement. The Selected Firm/Offeror shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm/Offeror must create, obtain, transmit, use, maintain, process, or dispose of University Data.
2. If the Selected Firm/Offeror must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Offeror as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Offeror will at its expense conduct or have conducted at least annually a:
  - American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Offeror's security policies, procedures and controls;
  - Vulnerability scan of Selected Firm/Offeror's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
  - Formal penetration test of Selected Firm/Offeror's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

Additionally, the Selected Firm/Offeror will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, at University expense, the Selected Firm/Offeror to perform additional audits and tests, the results of which will be provided promptly to the University.

K. COMPLIANCE:

1. Selected Firm/Offeror will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm/Offeror personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Offeror upon request.
2. Selected Firm/Offeror warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
3. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Selected Firm/Offeror service provided to the University, the Selected Firm/Offeror will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.

L. NO END USER AGREEMENTS:

This agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm/Offeror. In the event that the Selected Firm/Offeror enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this agreement shall apply.

M. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

N. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available



with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

- O. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
  
- P. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
  
- Q. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
  
- R. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
  
- S. TITLE OF SOFTWARE: By submitting a bid, the bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
  
- T. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU references, virus, worm, or other device capable of halting operations or erasing or altering data or programs.

Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

U. SURVIVAL:

The Selected Firm/Offeror's obligations under Section I shall survive termination of this agreement until all University Data has been returned or Securely Destroyed

**XXV. ATTACHMENTS:**

*See below*

**APPENDIX I**  
PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND  
BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

**Definitions**

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
  2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
  3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
  4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.



PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

**SWaM Subcontracting Plan:** *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

**Commitment for utilization of DSBSD SWaM Businesses:**

\_\_\_\_\_ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

**Identify the individual responsible for submitting SWaM reporting information to VCU:**

Name Printed: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Firm: \_\_\_\_\_

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By *(Signature)*:

Name Printed:

Title:

Email:

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

APPENDIX II  
INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: [ecommerce@vcu.edu](mailto:ecommerce@vcu.edu).

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

**Payment  
Methods**

1. **Electronically through a Wells Fargo Visa commercial card:** Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto:commcard@vcu.edu).

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

**Contractor must indicate the method of payment selected:**

Commercial Card Payment (Wells Fargo VISA)

Automated Clearing House (ACH)

**Invoicing and Payment Method Acknowledgement:**

Signature:  
Name Printed:  
Title:  
Name of Firm:  
Date:

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: \_\_\_\_\_ Title: \_\_\_\_\_  
Mailing address: \_\_\_\_\_

Email address:  
Phone number:  
Fax number:



EXCEPTIONS

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION

June 22<sup>nd</sup>  
2018

# Avante Solutions, Inc.

Supporting Proposal Response Document to  
Virginia Commonwealth University  
Request for Proposal #8067271AA  
IT Service Management Solution

Issue Date May 18, 2018

Delivered To:  
VCU  
Procurement Services Proposal Processing  
912 W. Grace Street, 5th Floor  
Richmond, VA 23284  
Amy Anthes  
(804) 628 1070  
[aranthes@vcu.edu](mailto:aranthes@vcu.edu)

Prepared By:  
Rich Clark  
Avante Solutions, Inc.  
728 W Jackson Boulevard Suite 105  
Chicago, Illinois 60661  
[rclark@avantesolutions.com](mailto:rclark@avantesolutions.com)  
(866) 282 6831 x 2705



## Offer Form

### OFFER FORM

In compliance with this request for proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

#### A. GENERAL INFORMATION:

Name & Address of Firm:

Avante Solutions, Inc. Date: June 20, 2018  
728 W Jackson Blvd. Suite 105 By (Signature In Ink): \_\_\_\_\_  
Chicago, IL Zip Code 60661 Name Typed: Steven Waxler  
 E-Mail Address: swaxler@avantesolutions.com Title: President  
 Telephone: (866) 282-6831 Fax Number: (888) 501-4030  
**Toll free, if available** **Toll free, if available**  
 DUNS NO.: 119-508-237 FEI/FIN NO.: 36-4314249

#### B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS: ( ) YES ( ) NO WOMEN-OWNED: ( ) YES ( ) NO  
 REGISTERED WITH eVA: ( ) YES ( ) NO SMALL BUSINESS: ( ) YES ( ) NO  
 VIRGINIA DSBSD CERTIFIED: ( ) YES ( ) NO VIRGINIA DSBSD CERTIFICATION#:

#### C. PROPRIETARY OR CONFIDENTIAL INFORMATION

	Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <b>add an attachment sheet to this form with details.</b>	<b>See Paragraph X for more information</b>
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**D. ACKNOWLEDGEMENT OF ADDENDA:** Acknowledge your receipt of any addenda that may have been issued under this solicitation. **See Paragraph VIII for more information**

Addendum #	<u>1</u>	Addendum #	
Addendum Date	<u>06/04/ 2018</u>	Addendum Date	<u>___/___/___</u>
Addendum #		Addendum #	
Addendum Date	<u>___/___/___</u>	Addendum Date	<u>___/___/___</u>

**Affix this Form as the FIRST PAGE of your proposal.**

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## Acknowledgement of Addendums



# VCU Procurement Services

RFP - Addendum

DATE: June 4, 2018

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 8067271AA

Commodity/Title: IT Service Management

Solution Issue Date: May 18, 2018

Proposal Due: June 15, 2018

Pre-Proposal Conference: June 1, 2018

The above is hereby changed to read:

**Proposal Due: June 22, 2018 @ 2:00 p.m.**

The following questions have been addressed.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Amy Anthes

Phone: (804) 828-1070

Avante Solutions, Inc  
\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature/Title

June 20, 2018  
\_\_\_\_\_  
Date



# VCU Procurement Services

RFP - Addendum

DATE: June 14, 2018

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 8067271AA  
Commodity/Title: IT Service Management Solution  
Issue Date: May 18, 2018  
Proposal Due: June 15, 2018  
Pre-Proposal Conference: June 1, 2018

The above is hereby changed to read:

**Proposal Due: June 22, 2018 @ 2:00 p.m.**

The following questions have been addressed.

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Amy Anthes

Phone: (804) 828-1070

Avante Solutions, Inc  
\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature/Title

June 20, 2018  
\_\_\_\_\_  
Date

---

## Executive Summary

The purpose of this section is to **HIGHLIGHT** the **ADVANTAGES** of our proposed solution (Cherwell Software) as well as our (Avante Solutions) experience as a software consulting firm. This is comprised of two (2) subsections: The **Highlights of the Cherwell Technology** and the **Highlights of the Avante Solutions Experience Providing the Cherwell Offering**.

This decision is critical as you are selecting a tool you will most likely have in production for the next five (5) years. This means the solution must not only meet your requirements today but also meet those additional requirements as you continue to mature your IT service operations in the coming years. We look forward, if we are invited to present to your evaluation team, to provide more details around these advantages, as well as the other items outlined in our proposal.

### Highlights of the Cherwell Technology

- 1. Persistent Customizations.** Cherwell's metadata platform automatically upgrades all your configurations and customizations along with new versions of Cherwell Service Management software which means customizations are never lost. All configurations and customizations are preserved after a software update. There is no requirement to reapply any changes once a software update has taken place. Other competing systems give you as the customer access to modify their system at the code level. This means that when you decide to upgrade to a new release of the product, there is **SIGNIFICANTLY HIGHER ADMINISTRATION EFFORT REQUIRED** which transfers to increase cost of ownership and is a deterrent for customers to upgrade (leaving them on older inferior releases of these competing technologies).
- 2. Flexible Acquisition and Deployment Models.** Cherwell Software licenses can be purchased in the traditional perpetual model (buy the licenses and pay annual Maintenance & Support) or you can subscribe to the licenses paying an annual usage fee. You also have flexibility in deployment. You can install the system locally on your infrastructure or elect for Cherwell to host your system. And all models are interchangeable meaning you can purchase the license and have Cherwell host your system, you can subscribe to the licenses and install on your premises, you can purchase the licenses and install on your premises, and you can subscribe to the licenses and have Cherwell host the system. This offers complete flexibility so you can make the best functional and financial decision for your organization.
- 3. Ease of Configuration, Administration & Maintenance.** In our opinion, and based on feedback from analysts and existing customers, Cherwell is easier to administrator and maintain than other comparable technologies. Below is some information on Cherwell's Codeless platform as well as information from the ITSM Review (Source: <http://www.theitsmreview.com/2014/07/universe-preview>).

**CBAT:** Cherwell's Codeless Business Application Technology (CBAT) provides organizations the ability to rapidly develop and deploy other mission critical applications such as; Facilities Management, Bug Tracking, CRM and Purchasing. Although many other high-end Enterprise-level applications have this capability, Cherwell allows you this capability without ever requiring you to write Java script (or any other kind of scripting or code), without the use of programming-level resources and at a mid-market price! In addition, Cherwell's Graphical Workflow Editor allows you to create, display, modify and manage workflow through Cherwell's easy-to-use, drag and drop functionality. It is the industry's most functional graphical workflow designer enabling even novice users to design, configure and automate workflow.

**How customizable is your ITSM tool?** (This information is from the ITSM Review) readers have told us the ability to customize ITSM tools is a key requirement in selecting new technology. For our ITSM Tools Universe research we asked the customers of participating vendors:

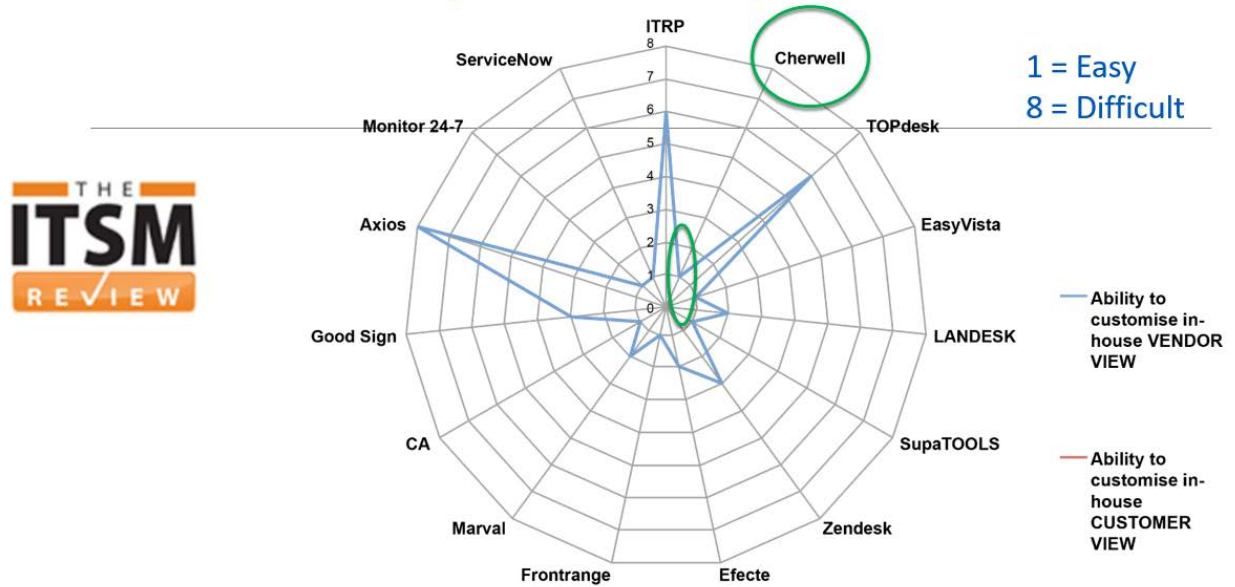


Q: On a scale of 1 to 10 (whereby 1 is entirely customizable in-house and 10 is entirely dependent on consulting/training) please provide an estimate of the level of customization you are able to achieve with your ITSM tool.

The radar chart below compares the responses from customers (in red) versus the vendor opinion (in blue) concerning ability to customize. 1 means I can tweak everything myself. 10 means I'm not autonomous and need to get consultants in to help.

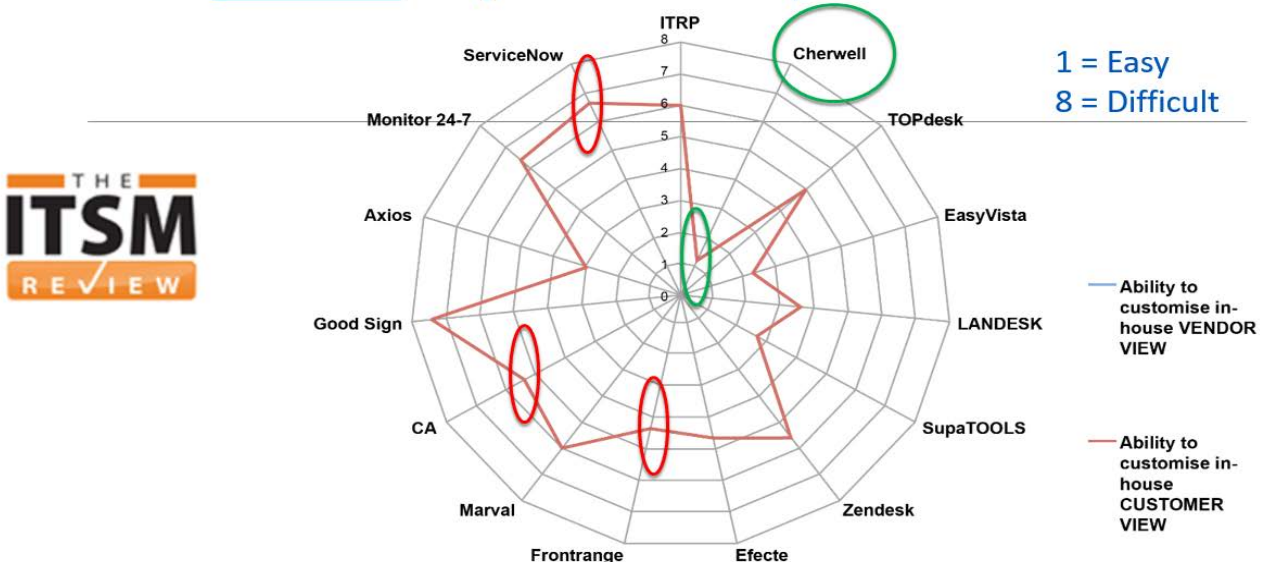
When they asked the vendors, here is how they ranked themselves:

### Vendor Response- How easy to customize?



And when they asked the vendors CUSTOMERS, here's how they responded (and we show the delta between customer and vendor here):

### Customer Response- How easy to customize?



**4. mApps: The Cherwell Mergeable application** – One of the greatest advantages Cherwell has in terms of a long-term strategy for their application is introduction of the mApp. Cherwell has been architected to allow customers, partners and Cherwell to configure new functionality in Cherwell from something as simple as a Dashboard to more complex capabilities like integrations (Lync, SolarWinds for example) and entire new applications (Pinnacle Replacement, Student Services, Applicant Tracking, Facilities Management for example). These new “applications” can then be exported from one system and imported to another. That’s the concept behind Cherwell’s mission to allow customers to maximize the benefits their system now and in the future. Below is an overview from Cherwell on the mApp capability:

*mApp solution – is an application that works with the Cherwell Service Management® (CSM) platform, enabling customers and partners to quickly and easily merge specific new functionality or capabilities. A mApp is usually focused on adding advanced new system capabilities (like IT Project Tracking or Release Management) or proven domain functionality (such as Facilities, Risk Management, or Human Resources) to a CSM installation. mApps are the modern way to easily enable your business and empower your workforce with just enough technology, running on a proven platform.*

*CSM provides various levels of integration, and mApps offer the most advanced level of integration—providing system definitions (such as Business Objects/fields, forms, grids, relationships, One-Step™ actions, Search Groups, etc.) that can be transferred between databases so that functionality can be merged. mApps can be built by Cherwell customers or partners, and then exchanged in either an open-source or commercial model. Merging mApps is easy and codeless so that you can expand functionality without complex application development.*

*Please take a moment to review the mApp page to see some of the applications you can download and install on your Cherwell deployment <https://mapps.cherwell.com/>*

**5. Analyst Coverage - Recognized Leader.** Cherwell Service Management is recognized by the industry analysts as a leading technology. These analysts include: Forrester and Gartner. Most recently Gartner named Cherwell to their Magic Quadrant for 2017 as the leading challenger. These and several other analyst reports can be found on the Cherwell website at [www.cherwellsoftware.com](http://www.cherwellsoftware.com). We can provide the specific analysts contact information upon request.

**6. CONCURRENT VERSUS NAMED Licensing Methodology.** Cherwell offers its customers a ‘CONCURRENT’ licensing module (versus named). The key advantage of a Concurrent model is in a majority of environments not every IT user is going to be in the technology 100% of the time, thereby making the concurrent licensing module much more cost effective. (As an example, B/E Aerospace has 320 IT employees and operates on a 100 concurrent Cherwell system). **This is a significant cost savings versus the named license model.**

## Why Avante Solutions – Highlights of our Experience with Cherwell

The selection of a Professional Services partner is a key criterion for an organization to achieve their goals and desired ROI for a Service Management deployment. It is our hope that the caliber of this submittal supports our experience, expertise and value. In addition, we have included a section titled Avante Value Add that begins on page 125 of this response to provides further information regarding our advantages. Below are a few specific areas we would like to highlight for your review:

1. **# 1 Cherwell Partner.** Avante is recognized by Cherwell as the top North American reseller. We have been awarded this designation several times since the inception of our partnership.
2. **Extensive Experience Deploying Cherwell.** We would like to highlight that Avante has extensive experience implementing Cherwell. To date we have managed over one-hundred thirty-five (135) deployments of Cherwell Service Management and over three-hundred (300) unique Cherwell projects, far more than any other North American partner. More than half of those engagements Avante was both the sales lead and reseller for the client, as well as the implementation partner. The balance is a mix between clients that Cherwell outsourced the services to Avante, clients where the Cherwell Account Manager introduced Avante due to our expertise, and clients that were referred to Avante by reference from existing customers (who were so pleased with our work they recommend Avante to others).
3. **Strategic Services Partner.** Cherwell regularly outsources both implementation and consulting services projects that they sell directly to Avante. This is strong evidence of Cherwell's belief in the quality of Avante's Professional Services team.
4. **Endorsement by Cherwell's Executive Team.** "Avante continues to distinguish themselves through exceptional PSO offerings, stellar sales revenue, and their dedication to offer Cherwell Service Management as a best-in-class solution for customers." - Vance Brown, Executive Chairman Cherwell Software.
5. **Certified Avante Staff.** We wish to confirm that all our consultants are trained and certified by Cherwell. Additionally, each consultant goes through our internal technical orientation and training program. All consultants attend annual training, for both the Cherwell and Avante program, to ensure that the consultant's skills are in line with new versions of the software and Service Management applicable best practices.
6. **Proven Implementation Methodology.** Our approach and methodology to a Cherwell deployment is another differentiator. A few of the key areas that distinguish our approach are ITIL Educational Workshops, Consultative Requirements Gathering, and System Design focused on "outcomes". Below is a quote from Tammy Jo (TJ) Martinez, Director, Customer Support Services Information Technologies at the University of New Mexico regarding our approach:

*"I attended a session presented by Steven Waxler; as Steven presented his content it became evident that Avante understood the power of Cherwell. Following the session, we invited Avante to join us as a consultative body as we worked through the re-implementation of our ITIL processes and Cherwell system. Avante proposed that we kick-off with a workshop that would include all our key stakeholders. Thirty Directors and Managers participated in this session. Wow! What a success. Steven walked us through activities and discussion; helping us see our operations through a "new" lens; he had all of us nodding our heads with 100% agreement – now that speaks volumes.*

*Since our first interaction with Avante, we've been tremendously impressed. The staff is extremely knowledgeable, listens closely to our requirements and recommends great solutions. It is evident that Avante has a lot of experience with process design, service/component classification and implementing IT Service Management solutions within many different markets- they do it well and really bring "a lot to the table'."*

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## Appendix I Small Women and Minority Owned Business Participation

### APPENDIX I PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

#### Definitions

**Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.

**Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

**Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.



PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN  
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

**SWaM Subcontracting Plan:** *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

**Commitment for utilization of DSBSD SWaM Businesses:**

0 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

**Identify the individual responsible for submitting SWaM reporting information to VCU:**

Name Printed: Raquel Alexander

Email: ralexander@avantesolutions.com

Phone: (866) 282-6831

Firm: Avante Solutions, Inc.

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By (Signature) \_\_\_\_\_

Name Printed: Steven Waxler

Title: President

Email: [swaxler@avantesolutions.com](mailto:swaxler@avantesolutions.com)

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

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## Appendix II Invoicing and Payment

### APPENDIX II INVOICING AND PAYMENT

#### Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: [ecommerce@vcu.edu](mailto:ecommerce@vcu.edu).

#### Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

#### **Payment Methods**

1. **Electronically through a Wells Fargo Visa commercial card:** Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to [commcard@vcu.edu](mailto:commcard@vcu.edu).

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

**Contractor must indicate the method of payment selected:**

Commercial Card Payment (Wells Fargo VISA)

Automated Clearing House (ACH)

**Invoicing and Payment Method Acknowledgement:**

Signature: \_\_\_\_\_

Name Printed: Steven Waxler

Title: President

Name of Firm: Avante Solutions, Inc.

Date: June 20, 2018

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: Raquel Alexander

Title: Finance Manager

Mailing address: 728 W Jackson Blvd. Suite 105  
Chicago, IL 60661

Email address: [ralexander@avantesolutions.com](mailto:ralexander@avantesolutions.com)

Phone number: (866) 282-6831

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## Appendix III Exceptions

### EXCEPTIONS

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

Preface to this section: In general, we do not have any major issues with the terms and conditions listed in your RFP. It is our practice to not have our attorney review any agreements for which we have not been named the selected vendor, so we reserve the right to a final negotiation on all agreements should we be your selected vendor.

As we are submitting a response that includes both the Cherwell licenses and the Avante Professional Services we have provided a copy of the agreements applicable to both organizations. Cherwell requires their documents (the EULA or the EUSA with Hosting Addendum) be signed by the University if we are awarded the bid. We included these agreements in our Appendix "D" that begins on page 133 of this document.

Cherwell's resale program is a "Limited Partner Resale" structure, so should we be your selected vendor you will be required to sign agreements with Cherwell for the use of the licensing (and hosting services if applicable). All agreements related to Professional Services will be executed by Avante.

Avante is a limited authorized reseller partner of the developer whose software product is part of this response. The developer, Cherwell Software, LLC, is the licensor of the software and all use of and rights related to the Cherwell Service Management software are governed exclusively by Cherwell's End-User License Agreement or End-User Subscription Agreement (and Hosting Addendum, if applicable). Avante is not authorized to alter, amend or vary the terms and conditions of Cherwell's end-user license agreements.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION




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## Introduction

The instructions for this section were to provide the following:

A. Introduction

*Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include, in Attachment A, primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.*

On behalf of Avante Solutions, Inc. (Avante), we are delighted to be given the opportunity to present the Virginia Commonwealth University a response to your Request for Proposal #8067271AA “IT Service Management Solution” issued May 18, 2018. Please refer to the Table of Contents for an outline of our proposal.

In summary, our proposal includes Cherwell Software’s Service Management technology and Avante’s Professional Services team to provide related implementation/deployment Professional Services and support.

**Comment on Cooperative Procurement** – we would like to highlight that Avante has an existing agreement in place that allows for cooperative purchasing for Avante Services and Cherwell Software. The agreement number is **UCPJM4135**.

The ITSM technology decision is critical as you are selecting a tool you will most likely have in production for the next five (5) years or more. This means the solution must not only meet your requirements today but also meet those additional requirements as you continue to mature your IT service operations in the coming years. The top factors we advise our clients when making a technology decision are:

1. The Ease of – Configuration, Administration & Maintenance
2. Total Cost of Ownership – Licensing, Administration, and Upgrades
3. Platform Technology – Ability to Expand Outside IT
4. Experience of Services Organization – Number of Deployments and Higher Education Expertise

We have expanded on these strengths in our Executive Summary as well as throughout our RFP response documents.

We would like to introduce the University to two (2) organizations, Avante Solutions who is the preparer of this proposal and a reseller and implementation partner to Cherwell Software, whose technology we are proposing.

**Avante Solutions, Inc.** <http://www.avantesolutions.com>

Avante is entering our eighteenth (18<sup>th</sup>) year of business implementing service management software for our clients. To service our clients with optimal personalized service we are headquartered in Chicago, Illinois and have additional offices in Calgary and Toronto Canada. We intend to staff your engagement, should we be selected, from our Chicago location.

To date we have managed over one hundred thirty-five (135) deployments of Cherwell Service Management and over three-hundred (300) unique Cherwell projects. Avante exclusively sells, implements and supports the Cherwell technology as our only IT Service Management offering. We have partnerships with Bomgar and FireScope that align with and enhance the Cherwell offering. Avante is a privately held company.

Since our inception, Avante has been involved in over one-thousand three-hundred (1,300) plus service management implementations. Note most the implementations involved integrating their service management

technology with the following types of related technologies: telephony, network/event monitoring, remote control, pre-built knowledge, auto discovery technologies, active directory, email, paging systems, pre-built knowledge vendors, active directory/LDAP, ERP systems, as well as various proprietary technologies/ data sources specific to the businesses we have worked with.

Avante's engagement methodology is a major differentiator from other service providers and better positions our clients for a successful initiative and higher return on investment. We look forward to the opportunity of presenting our Continuous Service Improvement and Classification Methodologies as examples. In summary, we are confident that upon speaking to our clients and/or following an on-site presentation, the University will be pleased with the level of industry, technology and ITIL experience Avante brings to the table.

Regarding our success with Cherwell, we wish to highlight that Avante has been named Cherwell's Top North American Partner for five of the past six years. We would also like to highlight the following endorsement of Avante by Cherwell's Executive Chairman "Avante continues to distinguish themselves through exceptional PSO offerings stellar sales revenue, and their dedication to offer Cherwell Service Management as a best-in-class solution for customers. "- Vance Brown, Executive Chairman Cherwell Software.

**Cherwell Software, Inc.** <http://www.cherwell.com>

Cherwell Software is focused solely on the design, development and delivery of their flagship product, Cherwell Service Management. Cherwell was founded in Colorado Springs, Colorado in 2004.

The Cherwell Executive Team and Cherwell Development Team have a combined total of 100 plus years' experience and the development of three successful Help Desk/Service Desk and Service Management Solutions.

Cherwell Software is in their thirteenth year of business operations. Cherwell continues to see explosive growth and are positioned to continue their market leading position. Cherwell currently has over seventeen-hundred (1,700) North American customers. Cherwell estimates they are supporting more than one-million end-user customers. Cherwell is a debt-free, profitable company that has no exit strategy, and a long-term vision that ensures the success of Cherwell. 100%of Cherwell's revenues come from the license, support & maintenance and services related to their flagship product.

As a company differentiator, Cherwell's Executive Chairman, Vance Brown requested that we highlight their tag line "Innovative Technology built on Yesterday's Values". It sounds simple, but few companies do it. And, it's more than coincidence that the word "cher" in French is a term of endearment. For Cherwell, it reflects the attitude of care they want to demonstrate for their customers. They encourage companies to give them the opportunity to prove it.

Cherwell Software is unique within the IT Service Management software industry as they are a privately-held company with no debt. Its primary objective is to create innovation software to meet the needs of our customers. In addition, note the following recent highlights regarding Cherwell:

- Forrester Wave: SaaS Delivery Leader for ITAM SaaS Tools
- Gartner Magic Quadrant: Named the Only Challenger to Legacy Solutions Among IT Service Support Management Tools
- Pink Elephant: Innovation of the Year Award Winner for mApp Solutions and the mApp Exchange
- ITSM Review: Most Customizable of 19 ITSM Tools
- IDC MarketScape: Top 3 Market Leader, Fastest Growing ITSM Vendor
- Microsoft: Member of the Enterprise Cloud Alliance
- ColoradoBiz Magazine: Top Company Award Winner
- Colorado Springs Regional Business Alliance: Company of the Year

- #220 on Deloitte's North America Technology Fast 500
- Won Pikes Peak "Company of the Year" award from the Colorado Springs Regional Business Alliance
- Named among "Top 100 Technology Companies" by Built in Colorado
- Headquartered in Colorado Springs, CO, with offices around the world
- 1700+ customers and partners in 40+ countries
- 98%+ customer retention rate
- 70%+ of customers use Cherwell to automate business processes



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## Qualifications of the Firm

The instructions for this section were to provide the following:

*B. Qualifications of the Firm*

*Provide, in Attachment A, a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.*

Avante confirms we have included the requested information in your Attachment A regarding our qualifications and overall experience. Due to the size limitation in Excel, we have also included the following additional information:

As we highlighted in our Executive Summary section on the previous pages, Avante has been implementing the Cherwell technology since 2009, and have been in the business of implementing Help Desk and Service Management technologies since 1999.

Below are a few key highlights that differentiates Avante from other Cherwell Software partners:

- Avante exclusively sells, implements and supports the Cherwell technology. This is our sole source of revenue, we do not offer other products or services (for example other ITSM software, other practices like CRM, of other items like ITIL training)
- All our consultants are Avante employees – we never use contractors
- Our staff is very Senior and experienced with Cherwell – any consultant that would work with the University has at least five (5) years' experience with the Cherwell technology

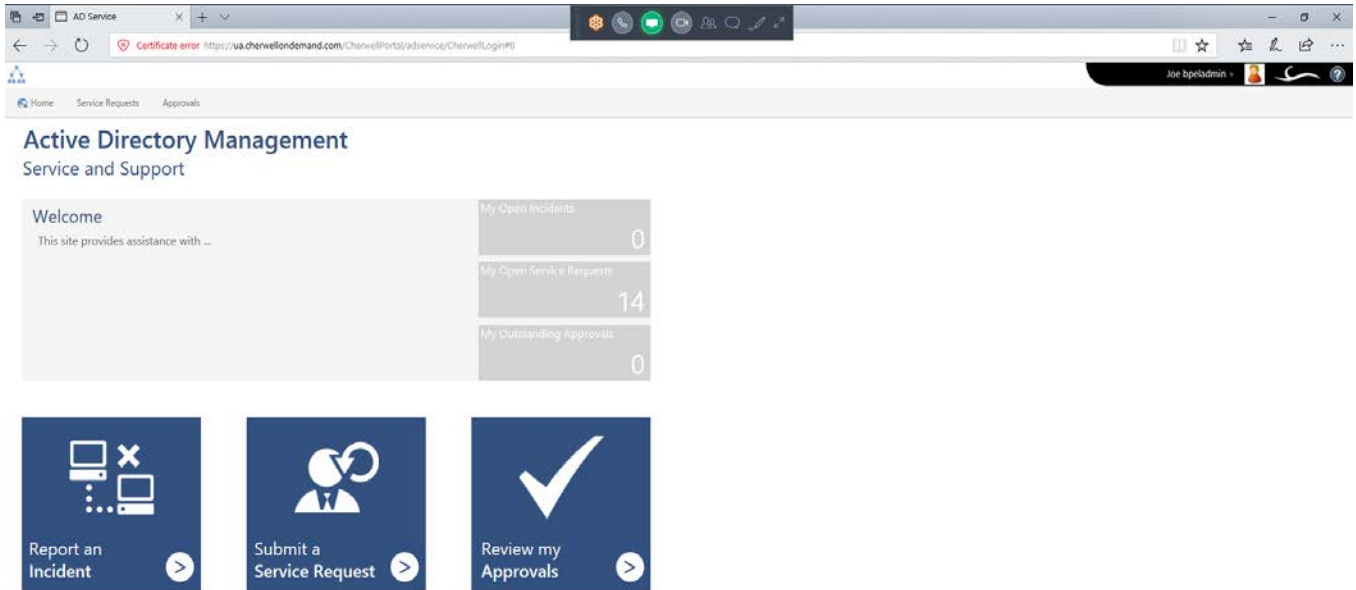
We would also like to highlight that we have extensive experience delivering the Cherwell technology to other Higher Education clients. Below is a sample list of our customers:

University of Arizona, Wayne State University, University of Southern Mississippi, James Madison University, Illinois State University, Framingham State University, University of New Mexico, Justice Institute of British Columbia, Durham College, Mohawk College of Applied Arts and Technology, University of Manitoba, and York University.

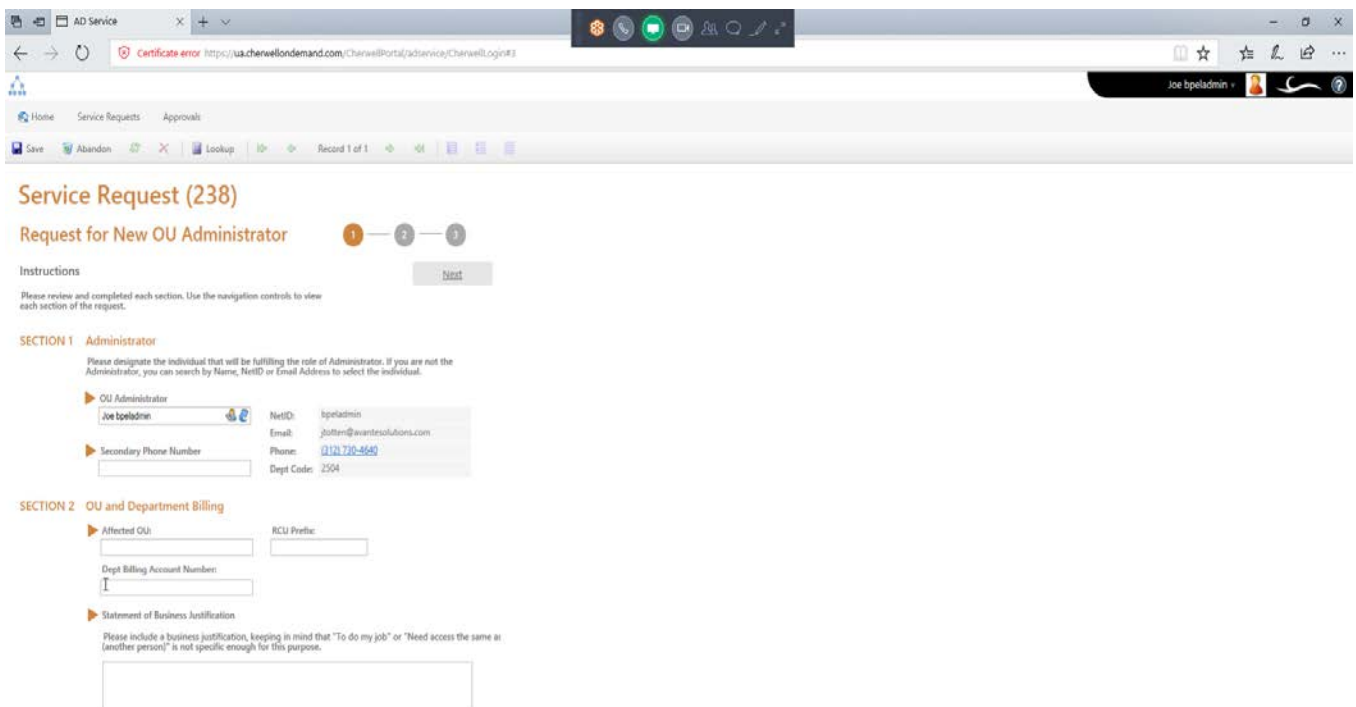
Avante has also been selected (we are in the final contracts stage) by a very large University that recently completed a competitive RFP process. Once we have completed the contracts we could offer a reference call, so they can share with you why they selected Avante (and Cherwell) for their IT Service Management initiative.

As an example of our experience with Higher Education customers, and to highlight the ease and extendibility of the Cherwell technology, we have included some sample screens (beginning on the next page) from one of our University customers that is using Cherwell to manage request to their Active Directory service:

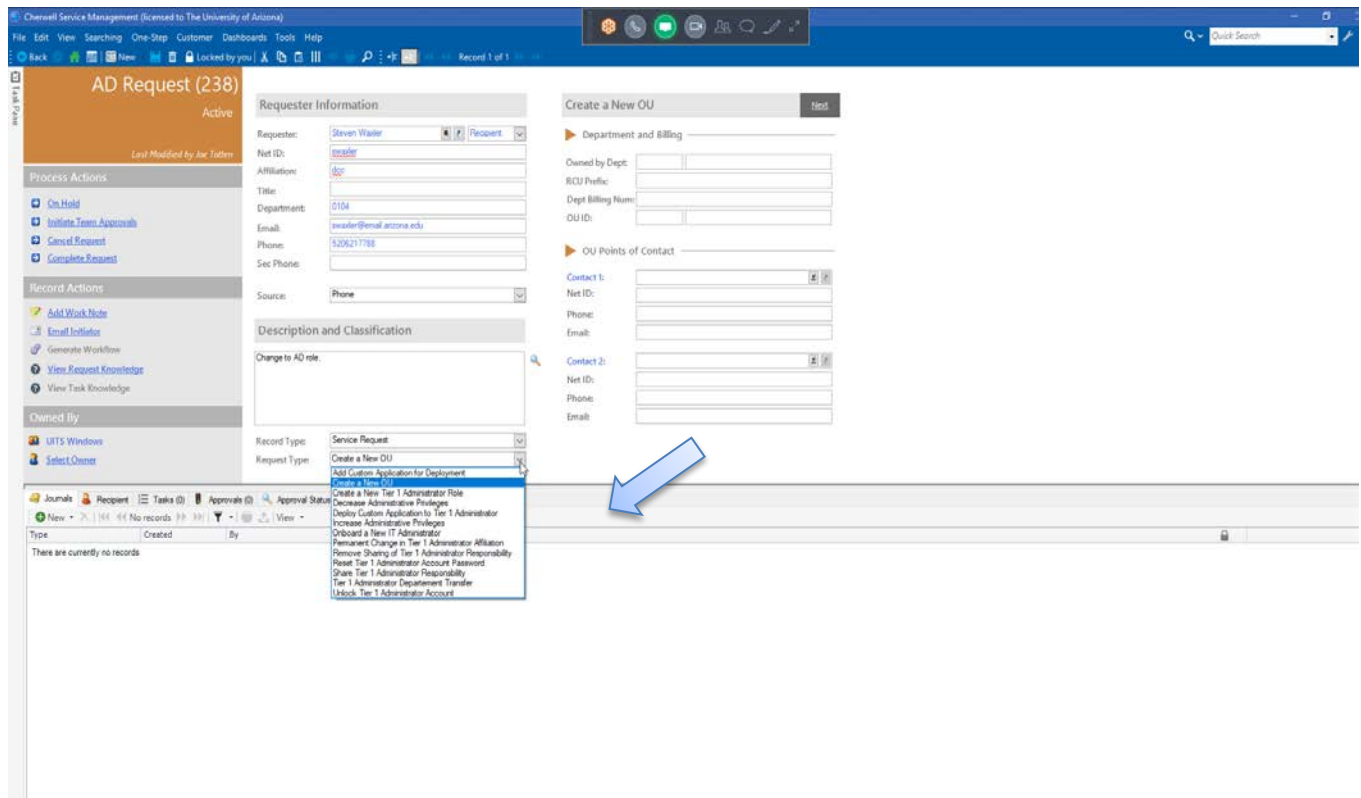
In this screen we have a screen of their home Portal page for the AD service.



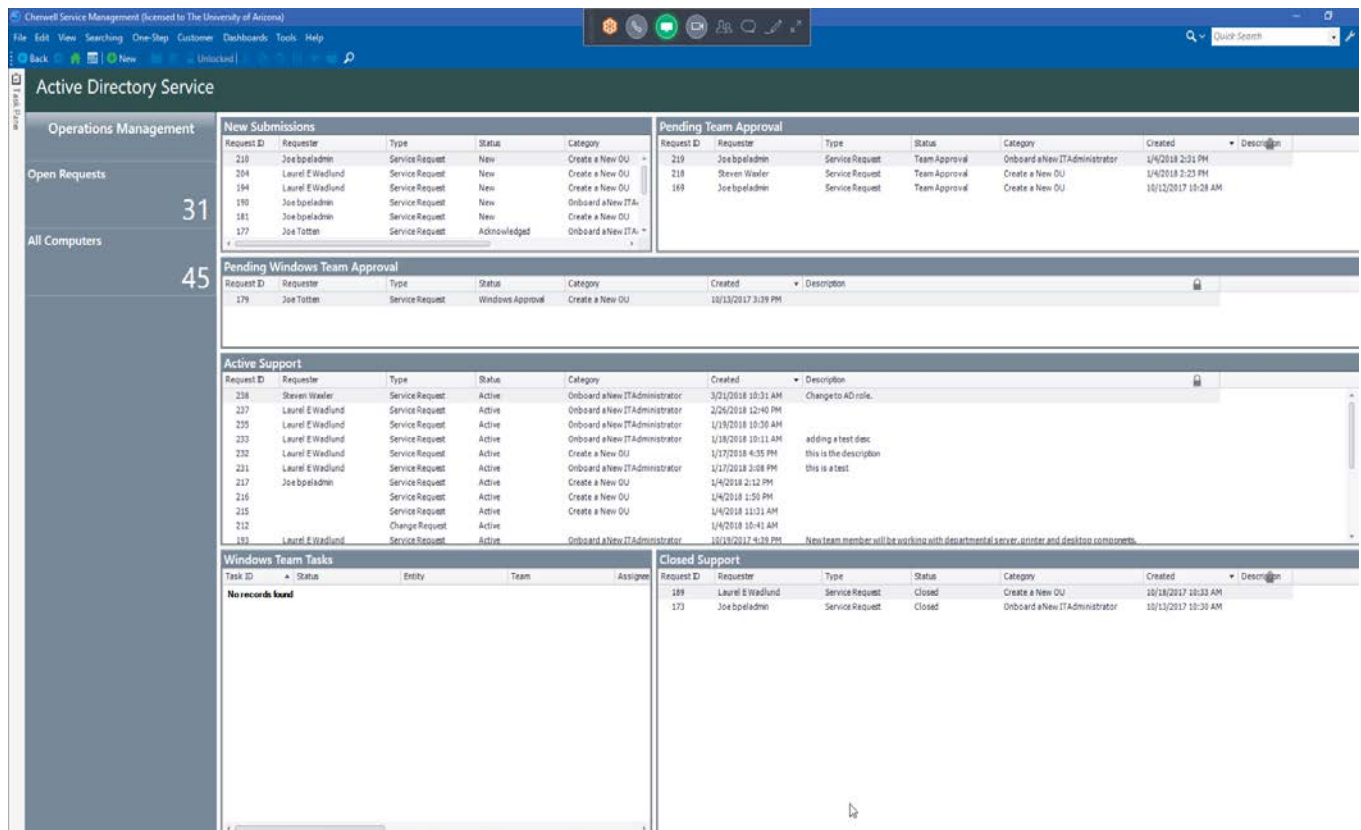
In this screen we had selected the “Submit a Service Request” menu item and show an example of a Request for a new Organizational Unit (OU).



In this screen we now are showing the Request for the new OU from the technician's side. Note the drop-down menu that shows the different Request types that are available in this application.



In this screen we have an example of a summary Dashboard for the AD team.



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## Qualifications of the Staff

The instructions for this section were to provide the following:

C. Qualification of the Staff

*Provide, in Attachment A, a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.*

### Staff Resumes

Below you will find resumes for the following key individuals we anticipate will be involved in your engagement (note that based on availability we may substitute our team members and will notify the University prior to the change). Faron Roth – Technical Lead, Steven Waxler – Engagement Manager, Lorin Lybbert – Technical Lead and Implementation Consultant.

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#### FARON ROTH PROFILE

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Faron has over thirty (30) years of experience in information technology consulting. The last fifteen (15) have focused on service desk, service management and call center consulting and implementations. Prior to joining Avante, Faron spent fifteen (15) years delivering networking and communications consulting to F500 Corporate Customers.

**Name:** Faron Roth  
**Title:** Director of Service Delivery & Support  
**Start Date:** February 2000  
**Cherwell Experience:** Since 2009  
**Cherwell Certifications:** Certified Cherwell Consultant

Faron has more implementation and consulting engagements under his belt than any other Avante employee (500+). Furthermore, he is often invited by manufacturers to participate in their roadmap discussions given his experience with a variety of service desk technologies, including: Cherwell Service Management, FrontRange HEAT and ITSM, Remedy, and Peregrine's Service Desk.

As Director of Service Delivery & Support, Faron has responsibility for all client engagements and the development and training of Avante's consultants. For high profile or more complex engagements, Faron will take an active role in the design and/or delivery. We have reserved Faron to provide his expertise for the University to ensure all integrations are completed in the most effective manner for the University's specific requirements. This is especially relevant as Cherwell offers great flexibility in how the University can accomplish integrations to third party systems.

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#### STEVEN WAXLER PROFILE

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Steven has over twenty (20) years of experience in the Service Desk and Service Management industry. In his primary role of Solutions Architect, he is responsible for assisting clients in System Design, Process Reengineering and (ITIL) Education.

**Name:** Steven Waxler  
**Title:** Engagement Manager  
**Start Date:** September 1999



**Cherwell Experience:** Since 2009  
**Cherwell Certifications:** Certified Cherwell Consultant

In his role as Solutions Architect, Steven provides both methodology and subject matter expertise and has been instrumental in assisting organizations in their adoption of service management best practices that are provided in ITSM, ITIL and other industry established models. Steven’s consulting assignments range from education, assessments, defining an ITSM roadmap, process reengineering and technology design across the following ITIL practice areas: Service Desk, Incident, Service Request, Service Catalog, Service Level, Problem, Change, Release, Event and Configuration Management. Steven's experience and expertise will help guide the University’s team to define the formal requirements that will drive the configuration of the production ready Cherwell environment.

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### LORIN LYBBERT PROFILE

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Lorin has over nine (9) years of experience in the Service Desk and Service Management industry. In his primary role of Implementation Consultant, he is responsible for installing and configuring the technology to the agreed to design / specifications, as well as delivering end user and administration training.

**Name:** Lorin Lybbert  
**Title:** Senior Implementation Consultant  
**Start Date:** December 2008  
**Education:** DeVry Institute of Technology  
**Cherwell Experience:** Since 2009  
**Cherwell Certifications:** Certified Cherwell Consultant, Certified Administration Trainer

During his employment with Avante, Lorin has been involved in numerous Service Desk, Service Management and Call Centre implementations and installations. His job responsibility involves all aspects of implementing a turnkey technology solution: Requirements Gathering & System Design, Installation, Configuration, Integration, Management Reporting, End User Training, Administration Training and Documentation. Lorin is a Certified Instructor with Cherwell. He has delivered over twenty (20) Cherwell Foundation Courses. Lorin is an expert in configuring the Cherwell system and will provide the University team with the most efficiently configured system aligning to your defined requirements. One of Lorin’s specialties is providing assistance with customers who elect the Avante Administration and Consulting Packages. To quote a recent comment from a customer Lorin worked with *“he did such a good job teaching me, I don’t think I’ll need to purchase any more blocks of time from Avante!”*.

Some examples of customers who Lorin has recently worked with include: CPS Energy, East West Bank, Altra Motion, Fortna, San Antonio Water Service, Framingham State University and University of Arizona.

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## References

The instructions for this section were to provide the following:

*D. References*

*A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.*

**Avante References** – We are pleased to provide the following references that are all Higher Education clients: James Madison University, University of Arizona and Wayne State University. We included these in Attachment A however due to size limitations in Excel we expanded the reference information with a Project Description summary for each:

**James Madison University**

752 Ott Street  
Harrisonburg, Virginia 22807  
Michael Swartley  
(540) 568-7631  
[swartlmd@jmu.edu](mailto:swartlmd@jmu.edu)

Project Description – James Madison University is a public coeducational research university located in Harrisonburg, Virginia, United States. Founded in 1908 as the State Normal and Industrial School for Women at Harrisonburg, the institution was renamed Madison College in 1938 in honor of President James Madison and then James Madison University in 1977. The university is situated in the Shenandoah Valley, with the campus quadrangle located on South Main Street.

Avante was awarded JMU’s RFP for a new ITSM system. JMU elected an On-premise deployment that included the following high-level scope: Incident, Service Request (basic Service Catalog), Problem, Change, Knowledge, IT Project Tracking, Self-Service portal for Incident/Request, and integrations to email, Active Directory and Bomgar. As we moved through the initial phase of the project other groups requested the use of Cherwell to support their issue/request tracking and we added Card Services, Classroom Services Support, Room Safety Inspection and Software Change Management to the scope of the project. These applications we delivered using the Cherwell mApp capability.

**University of Arizona**

220 W. 6th Street  
Tucson, Arizona 85701  
Susan Legg  
(520) 621-1855  
[slegg@email.arizona.edu](mailto:slegg@email.arizona.edu)

Project Description – The University of Arizona is a public research university in Tucson. The University operates two medical schools and is affiliated with the region's only academic medical centers. The University is also home to the James E. Rogers College of Law and numerous other nationally ranked graduate and professional schools. During the 2016–2017 academic year, there was a total enrollment of 43,625 students.

The University awarded their ITSM RFP to Avante and Cherwell in October 2016. The initial project is to implement Cherwell at the Central IT group with Incident, Service Request, Knowledge, Problem and Change Management. The University has embraced the “platform advantage” Cherwell offers and is planning to configure Cherwell to support several non-ITSM capabilities for example: Engineering, Grant Provisioning, AV Loan Management, Student Complaint and Access Provisioning.

**Wayne State University**

5700 Cass Avenue  
Detroit, Michigan 48202  
Tom Duszynski  
(313) 577-5638  
[tduszyn@wayne.edu](mailto:tduszyn@wayne.edu)

Project Description – Wayne State University (WSU) is a public University located in Detroit, Michigan. Founded in 1868, WSU consists of 13 schools and colleges offering nearly 350 programs to more than 27,000 graduate and undergraduate students. Wayne State University is Michigan's third-largest university, one of the 100 largest universities in the United States, and ranked in the top 50 American public universities for research expenditures.

The University released an RFP in late 2016 to replace their existing deployment of Footprints. Avante was the selected vendor) featuring the Cherwell technology) and was awarded the bid in June 2017. Wayne State elected a phased approach starting with Change Management which had a go-live in December. Phase II is focused on the Service Desk (Incident, Request, Catalog, Knowledge and Self-Service portal had a go-live this March.

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## Work Plan

The instructions for this section were to provide the following:

E. Work Plan

*The Work Plan must contain a comprehensive description of services including the following elements:*

1. General – *This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.*

We provided an overview of our approach and methodology in the following pages below. For our specific plan and estimates for services for the University's Statement of Needs, please see our Professional Services Pricing section that begins on page 51 of this document.

2. Deliverables – *Fully describe all of the deliverables to be submitted under the proposed contract.*

Please see our Professional Services Pricing section that begins on page 51 of this document.

3. Work Schedule/Timeline – *Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.*

We provided an overview of our approach and methodology in the following pages below.

For our specific plan and estimates for services for the University's Statement of Needs, please see our Professional Services Pricing section that begins on page 51 of this document.

4. Outcomes and Performance Measurement – *Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.*

Please see our overview in the services section below (page 40)

5. Overall Risk - *Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).*

Please see our overview in the services section below (page 41)

6. Other – *Provide any other information the Offeror deems relevant to describing the work plan.*

Our section that begins on the next page in total summarizes our ability to execute your work plan.

7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - *Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.*

Please see our response as requested on page 11.



8. *Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in Appendix III: Exceptions.*

Please see our response as requested on page 15.

In response to this section we have included the following to provide the University with an overview of the approach we take to a typical Cherwell deployment that includes the following information:

**Engagement/Project Management Overview** which describes our approach to managing your project (begins on page 29.)

**Project Time-Line** which provides a sample high-level chart with an anticipated time-line for your project (begins on page 30.)

**Resource Allocation** provides expectations and assumptions for resources that we anticipate will be involved in the deployment of the Cherwell technology for both the University and Avante (begins on page 31.)

**High Level Schedule of Deliverables** which outlines the high-level activities, resources and timeline for implementing Cherwell Service Management (begins on page 34).

**Avante Deployment and Implementation Methodology** which provides additional supporting detail regarding our approach and methodology (begins on page 37).

**Process Approach Summary** that outlines our considerations for the assessment of an engagement and the process to include in scope, in our opinion, it is the pre-assessment that contributes driving the overall success of the engagement (begins on page 40).

**Managing Risk** which provides an overview of our approach to mitigating risk for a new IT Service Management implementation (begins on page 41).

**Training Overview** which provides an overview of the Administrator, Agent and End-User training recommended for a Cherwell deployment (begins on page 42).

**Testing Overview** which provides a high-level summary of the testing we recommend for a Cherwell deployment (begins on page 44).

## **Engagement Management Overview**

Avante follows a proven Deployment Methodology that includes a defined list of deliverables to successfully support your engagement, and one of the keys to a successful project is “Engagement Management”.

On all projects, we designate an Avante Engagement Manager to help ensure areas such as project timelines, scope, budget, and deliverables are met. In addition to this, Avante goes through a series of Workshops and Requirements sessions which enable us to create a system design document for your project. This document is the baseline for our configuration efforts for your system. Avante follows an Agile approach to configuration of the Cherwell technology. We use the System Design document as a guide to the build out of the system. Avante will schedule regular design and configuration reviews with your PM and key stakeholders as we work through the configuration efforts to ensure the system is optimized to your business, process and technical requirements.

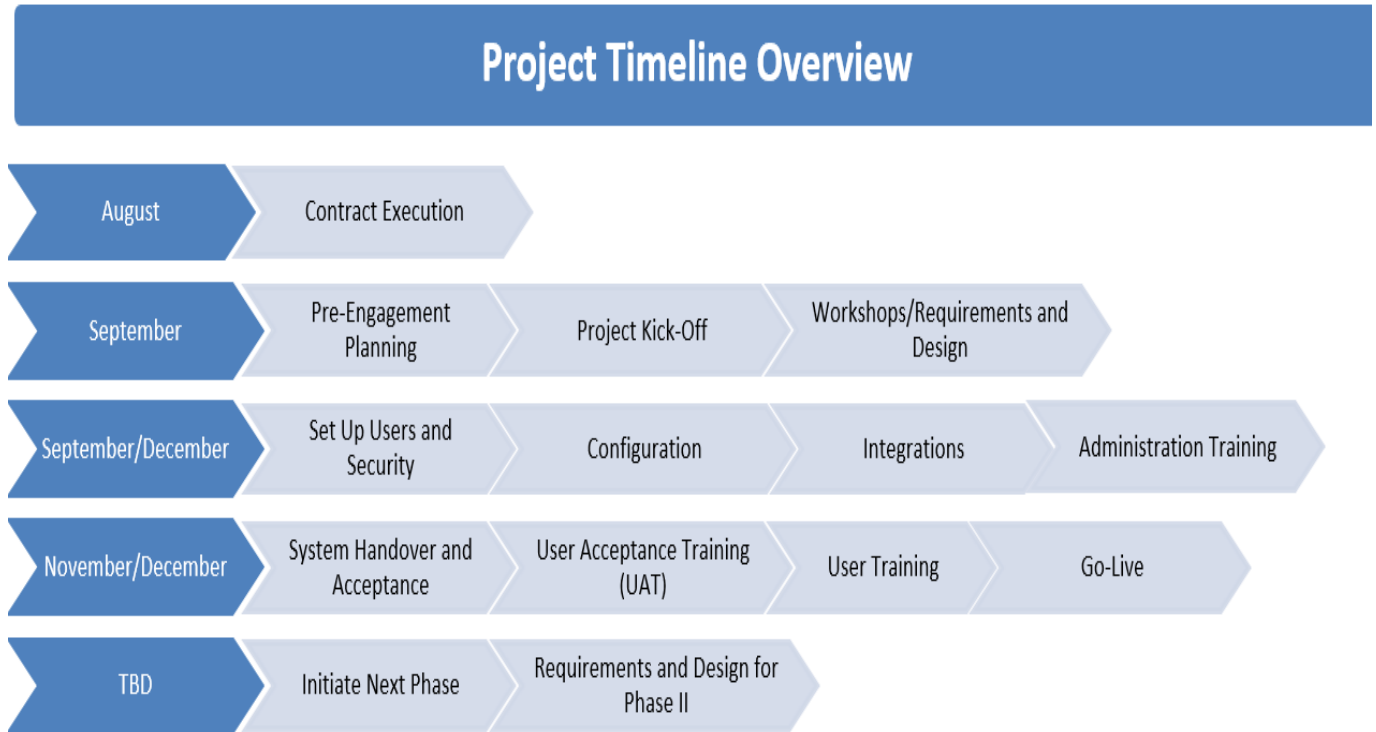
Some of the key benefits of the Agile approach include: constant feedback through the configuration process allows for the ability to adapt the build to changing requirements, proactive approach improves quality, better alignment to business needs, increases knowledge transfer, and reduces the overall risk of the configuration process. If at any point during the project the scope is expanded beyond what was initially agreed, Avante creates a Change Request for client approval prior to proceeding. By implementing these practices, we can effectively manage cost and delivery.

Avante also assigns a principle to every engagement and uses multiple checks and balances to ensure we consistently deliver quality services. At any time, you can escalate items to your designated Avante principle, as well as your assigned Sales Manager. The University will be assigned an Engagement Manager (EM) once the contract is executed and that individual will remain your EM and single point of contact throughout the deployment. We will also require that you designate a Project Manager from the University to work with our EM throughout the engagement.

Our EM works closely with the designated The University PM and is involved during the design, development and implantation stages of a project to ensure that project timelines, scope, budget, deliverables are all met. Our EM will work with your Project Manager to coordinate resources and manage the agreed to implementation activities and milestones as defined in your project plan. Avante will not provide the Project Management documents for this engagement; that is the responsibility of The University’s Project Manager. If you determine you would like more hands-on Project Management type activities we can provide an estimate upon request.

## Project Time-Line

We have included the following chart with an anticipated time-line for your project. Note that this is subject to change based on several factors, and is intended to give the University an idea of what to expect for project with the scope we outlined in our Professional Services Estimate.



## **Resource Allocation**

*The following section is to provide expectations and assumptions for resources that we anticipate will be involved in the deployment of the Cherwell technology for both the University and Avante.*

### **UNIVERSITY TEAM RESOURCES OVERVIEW**

Based on our experience we have provided the following as guidance for the specific the University resources that typically would be assigned for an engagement. The consideration in determining the exact resources is based on two (2) key criteria: the scope of the deliverables of the project and the pool of resources available from your organization. For many of these “roles” as single individual resource is typical.

Ideally, we would like the University to assign resources to the following roles:

**Sponsor** This is typically an executive level contact, with the interest and authority to make decisions for the team, in the event of any disagreement should arise internally.

**Project Manager** A resource that has the authority to make commitments on behalf of resources assigned to the project and more specifically ensuring The University deliverables are assigned and managed.

**Technical Contact** A resource that can represent the University on all technical discussions and decisions (for example security as well as technology and data integrations).

**Administrator** A resource that is assigned the responsibility as the System Administrator for the Cherwell technology. We typically recommend two Administrators be assigned, a primary and a back-up.

**Process Owner** The primary resource(s) that will define requirements for the process to be implemented (Incident, Service Request, and Change Management for example). This stakeholder will likely involve others to participate, depending on the scope (i.e. Incident and CMDB), where resources can vary.

**Trainer** If the organization opts for a Train-the-Trainer approach, a Trainer will need to be assigned. We do recommend this approach in most our engagements.

**User Acceptance Testers (UAT)** We strongly recommend the organization allocate resources for UAT. The number of testers and extent of testing will be driven by the scope of deliverables and risk associated with the deliverable.

### **RESOURCE TIME COMMITMENT**

Without defined Requirements and applicable Project Plan we can provide our best estimates for the time and effort for each resource allocated to the project.

The schedule on the following page aligns the University Resource Role against the High-Level Implementation Activity, as well as provides estimates for time commitments.



Activity	Key Deliverable	University Resource	Time Commitment (per Resource)
<b>Pre-Engagement Planning</b>	Provide University with Avante's pre-engagement technical and non-technical check lists.	None Applicable	
	Conduct the technical and non- technical call / meeting with designated University stakeholders.	Project Manager, Sponsor, Technical Contact, Process Owner(s)	1 - 2 hours.
<b>Ongoing Project Management</b>	Prepare the project plan.	Project Manger	4 - 24 hours. More time is necessary.
<b>Project Kick Off (Likely only applicable to larger Agencies)</b>	University and Avante to sign off on the project plan.	Project Manager	2 – 8 hours. Add time to review meetings with other stakeholders.
	Project Kick-Off Presentation.	All Key Stakeholders	4 hours.
<b>Deliverables Definition &amp; System Design</b>	Conduct the requirements analysis / design sessions.	Process Owner(s), Technical Contact(s)	1 – 3 days per process for the Process Owner and other participants.
	Provide University with the report for review and approval.	None Applicable	
	University sign's off on the system design and specifications.	Process Owner(s), Technical Contact(s)	1 – 2 days per process for the Process Owner. Less time for Technical
<b>Provisioning</b>	Provision software for University.	None Applicable	
	University confirms access to all clients (portal, web smart client, mobile client).	Administrator or Process Owner	1 – 2 hours.
<b>Set Up Users and Security</b>	Active Directory and security protocols are established and tested.	Technical Contact or Administrator	2 – 8 hours.
	University has communicated the list of system users.	Process Owner	1 – 2 hours.
	Users have been set up in the system.	Administrator	1 – 2 hours.
<b>System Configuration</b>	Configure the system to-agreed to specifications.	None Applicable (unless University participates in deliverables.)	Depends on scope and complexity.
<b>Integration (Technology / Data)</b>	Configure the system to support the (technology and data) integrations agreed in the system design / specifications.	None Applicable (unless Administrator(s) assumes a portion of the deliverables.)	Depends on scope and complexity.
<b>System Handover &amp; Acceptance</b>	Avante to provide University with the system in accordance to specification.	Process Owner, Technical Contact	4 hours per process.
	University to sign off that the system has been delivered in accordance to agreed specifications.	Process Owner	
<b>User Acceptance Testing</b>	University to define UAT scripts (Avante will provide a sample test plan).	UAT Testers (likely includes Process Owner)	Depends on process and risk. Budget 2 – 3 days.
	Avante to provide training to designated UAT team.	UAT Testers (likely includes Process Owner)	4 – 6 hours.
	University to conduct UAT against the system.	UAT Testers (likely includes Process Owner)	Depends on process and risk. Budget 2 – 3 days.
	University has presented its results to Avante.	Project Manager and Lead UAT Tester	Budget 2 - 6 hours per process.
<b>Documentation</b>	University to review Cherwell documentation (custom documentation is responsibility of the University).	Process Owner, Technical Contact	Depends on extent, budget 2 – 4 hours.
	User training manuals are prepared.	None Applicable	
<b>User Training (or Train-the-Trainer)</b>	User training or Train-the-Trainer has been conducted.	Users (and Trainer if a Train-the-Trainer is applicable)	3 hrs. for users, 2 days for Avante to Train 3 hrs./class up 12 users.
<b>Go-Live</b>	University and Avante to review and ensure items are completed or in place to support Go-Live.	Administrator	1 – 4 hours.
	University's designated resource(s) have completed Administration.	Administrator(s)	5 days.
<b>Administration Training</b>	Document and prioritize the requirements.	Process Owner, Project Manger	
<b>Post Deployment Enhancements</b>	Conduct the project review meeting.	Project Manager, Sponsor, Process Owner	2 to 4 hours.

## AVANTE TEAM

### Avante Professional Services Staffing Resources

The purpose of our response to this section is to provide an overview of the resources we typically utilize during a Cherwell deployment. Please note that based on the timing of your project, our specific resources may vary, however we expect to utilize these specific resources for University.

#### Avante Team Overview

Below is a summary of the typical Avante Project Team that Avante utilizes for our IT Service Management implementations which includes an overview of the team by role.

The Avante assigned Professional Services Team consists of resources that have many years of experience consulting in ITIL and providing services around Cherwell's software. We wish to highlight that the team will follow a proven implementation methodology that is the result of years of experience, thereby honing our skills to better meet the objectives of our customers.

Although the team composition can change from project-to-project, a typical team consists of the following: **Engagement Manager, Solutions Architect, Technical Lead, Administration Trainer** and one or more **Implementation Consultants**.

A summary of our team's project involvement is outlined below:

Avante's **Engagement Manager** will support University's assigned Project Manager to plan, execute and finalize the project in accordance with agreed to deliverables, timelines and budget. Our Engagement Manager is directly responsible for coordinating and managing the Avante assigned team and responsibilities against the project plan, as well as to ensure the quality of all Avante based deliverables. Note we do not provide or complete any Project Management documentation.

Avante's **Solutions Architect** is responsible for the overall system design. They will also provide applicable consulting and education services that are necessary to support an effective design. Furthermore, the Solutions Architect will deliver end-user training (or train-the-trainer training) to effectively support both technology functionality and process requirements.

Avante's **Technical Lead** is responsible for the design and architecture of all technology and data integrations under scope, as well as advising the client on the infrastructure for the production and non-production environments (not applicable for a SaaS deployment.)

An **Administrator Trainer** is responsible for delivering administrator training to University's (and other participating organizations) designated administrator. Typically, the Technical Lead will fulfill this role.

Avante's **Implementation Consultant** is responsible for configuring the system to the agreed upon specifications, as well as performing the installation, integration and administration training.

Furthermore, we wish to confirm that a Principle of Avante will be assigned to your initiative.

## High Level Schedule of Deliverables/Work Plan

We have provided a schedule outlining the high-level activities that we anticipate being applicable for your deployment of Cherwell. The schedule has place holders for the time-frames, applicable resources and time commitment. Important note: We have provided estimates for the time we expect to complete your engagement; however, all estimates are subject to availability of appropriate resources from both Avante and the University.

In addition, the Project Plan is the responsibility of the University's Project Manager. The table below is to give the University as an idea of the key activities and milestones for an Avante Cherwell deployment.

Schedule of Implementation Activities	AVANTE Resource(s)	THE UNIVERSITY Resource(s)	DATE
<b>Engagement Initiation</b>			
We will conduct an Engagement initiation call with your Project Manager to discuss the high-level scheduling and time-line for the engagement.			
Engagement Initiation call	Engagement Manager	The University to specify	Will be scheduled within 1 – 2 weeks of the execution of the contract and issuance of a Purchase Order.
<b>Pre-Engagement Planning</b>			
To discuss with The University stakeholders key technical and non-technical items that are likely to be considerations under this initiative. In our experience, this advanced communication enables both parties to be better positioned for a successful engagement.			
Avante to provide The University the Cherwell pre-installation requirements documentation.	Engagement Manager	The University to specify	Within 1 - 2 weeks of the Engagement Initiation
Conduct the technical call / meeting with The University stakeholders to discuss items such as Remote Access, Server and Client infrastructure etc.	Technical Lead & Engagement Manager	The University to specify	Within 1 - 3 weeks of the Engagement Initiation
<b>Project Kick Off Meeting</b>			
Avante will participate in University's Project Kickoff Meeting. This is typically an on-site meeting where your Project Sponsor is presenting to your organization. Avante may provide some materials to support your PM's preparation of the presentation.			
Project Kick-Off call	Engagement Manager	The University to specify	Within 2 - 4 weeks of the Engagement Initiation
<b>Workshops (Optional)</b>			
Avante will conduct a Workshop to review the ITIL processes that The University intends to deploy.			
Schedule and conduct workshop. This is a pre-requisite to the System Requirements and Design sessions.	Solution Architect	The University to specify	Typically, within 2 - 4 weeks of the Project Kick off
<b>Ongoing Engagement Management</b>			
To outline the project Schedule including the assignment of resources and timelines to applicable activities. A key project management activity is to schedule status meetings / calls, as well as a review of configurations accomplished to date. We require The University will assign a resource to manage the project and it is the University's responsibility to prepare, manage and complete all Project Management documents.			
Prepare the preliminary project Schedule. Make any refinements to upon completion of requirements.	Engagement Manager	The University to specify	During the engagement
Schedule project meetings with The University to discuss project progress.	Engagement Manager	The University to specify	During the engagement
<b>System Requirements and Design</b>			
To define the scope of the initial phase and to work with key stakeholders to confirm and agree to the system requirements and design for the deliverables under scope. The deliverable of this activity is a System Design document.			

Conduct the requirements and design sessions.	Solution Architect	The University to specify	2 - 4 weeks from the Workshops
Avante to provide The University the Design Document for review.	Solution Architect		1 - 3 weeks following the requirements sessions
The University provides sign's off on the system design.	Engagement Manager / Solution Architect	The University to specify	1 – 2 weeks following delivery*Important Note. All deliverable dates following the system design are dependent upon sign-off by The University within 2 weeks.
<b>Technical Set-up and Review</b>			
Install (or if cloud Cherwell to provision) the technology in accordance to the agreed-to infrastructure environment. The scope incorporates both a production and non-production environment. Review supporting technical items including access and security.			
Technical review call.	Technical Lead	The University Infrastructure team	TBS
The University infrastructure is installation ready.	Technical Lead	The University Infrastructure team	TBS
Technology connectivity has been tested.	Implementation Consultant	The University Infrastructure team	TBS
<b>Base System Set-up</b>			
The following items are part of the core set-up for the Cherwell technology.			
User Access and Security. Creating security groups for both the internal and external users as well as creating authentication access for users.	Implementation Consultant/Technical Lead	The University Infrastructure team	TBS
Integration with Email and Directory Source	Implementation Consultant/Technical Lead	The University Infrastructure team	TBS
<b>System Configuration</b>			
To configure the technology as per the agreed to requirements specifications.			
Configure each applicable process within the system based on the agreed to design using the Agile approach. Configure the agreed to integrations and data imports.	Implementation Consultant		To be scheduled following System Requirements and Documentation, based on staff availability.
<b>System Delivery and Walkthrough</b>			
Avante will walk The University through the changes to the system to ensure they are in accordance with the requirements and design. Note as we follow the Agile approach we will have conducted several system reviews prior to the final system walkthrough.			
Conduct the walkthrough meeting with The University.	Implementation Consultant	The University to specify	Approximately 1 - 2 weeks after completion of configurations
Changes are applied if needed and system is accepted prior to going into UAT.	Implementation Consultant		To start Immediately following the walkthrough meeting
The University to sign off that the system has been delivered in accordance to agreed to system design.	Not Applicable	The University to specify	To start Immediately following the Completed Changes *Important Note. Commencement of UAT is dependent upon walkthrough acceptance.
<b>User Acceptance Testing</b>			
The University to conduct UAT against the system delivered in accordance to the requirements specification.			



The University creates a UAT team consisting of members knowledgeable of the processes and design for each module, and prepares test plans based on the agreed to requirements specification.	Not Applicable	The University to specify	Immediately following sign off and acceptance of the system
The University to Conduct UAT against the system.	Not Applicable	The University to specify	2 weeks of UAT
Avante to address items identified during UAT that are within scope.	Implementation Consultant		2 weeks concurrently addressing issues
(If applicable) Avante to implement the agreed to feature requests following UAT.	Implementation Consultant		
The University to sign off that UAT is complete and that the system is error free.	Engagement Manager	The University to specify	Sign-off for UAT takes place approximately "N" weeks from initiation.
<b>User Training</b>			
To ensure the users are trained to be effective with functionality under scope.			
User training manuals are ready.	Implementation Consultant		Two Weeks Following UAT sign off
The University's designated resource(s) have completed User Training.	Solutions Architect or Implementation Consultant	The University to specify	Two Weeks Following UAT sign off
<b>Administration Training</b>			
To provide The University designated super user(s) /administrator(s) with the knowledge to effectively manage the system. Note the Administration training can be delivered earlier in the project if your resources would like to participate in some of the configuration work for Phase 1. Administration training is typically delivered at your premises by Avante staff. Alternatively, The University can send their administrator(s) to attend regularly scheduled Public Administration Training in Colorado Springs.			
Administrator training manuals are ready.	Implementation Consultant		One Week Following UAT sign off
The University's designated resource(s) have completed Administration Training.	Implementation Consultant	The University to specify	One Week Following UAT sign off
<b>Go-Live</b>			
To ensure a successful go-live, The University and Avante to review and complete all the tasks outlined on the Go-Live Check List.			
Avante to prepare the Go-Live check list specific to The University.	Technical Lead		Upon determination of The University but approximately "N" weeks from project initiation.
The University and Avante to review and ensure items are completed or in place to support Go-Live.	Implementation Consultant	The University to specify	Upon determination of The University but approximately "N" weeks from project initiation.
<b>Post Deployment Enhancements</b>			
To account for requirements that were identified during the requirements analysis / system design that did not make the initial phase or requirements that surfaced as users became more knowledge about the system's capabilities. These requirements may or may not be incorporated. The importance, urgency, complexity and number will drive whether they are included in an already established phase or their own phase.			
Document and prioritize the requirements.	Engagement Manager	The University to specify	After Go-Live
<b>Engagement Review</b>			
To understand both positive and negative feedback based on the University's experience.			
Conduct the engagement review meeting.	Avante Principle	The University to specify	3 weeks post Go-Live

## **Avante Deployment and Implementation Methodology**

The purpose of this section is to demonstrate how the Avante Solutions engagement methodology is a major differentiator from other service providers and better positions our clients for a successful initiative and higher return on investment.

Prior to identifying the concepts that we consider differentiators from other solution providers, we wish to comment on our professional service resources and provide visibility to activities that are likely to be applicable to this initiative. We wish to assure the University that your engagement will be staffed by professional, certified and experienced resources. Certified and experienced refers to both the Cherwell technology and ITIL framework.

Our deployment is based on an **Eight Stage Service Delivery Methodology** which Avante applies to our implementations of Cherwell Service Management.

**The (8) stages are: Stage 1: Engagement Preparation, Stage 2: System Requirements and Design Identification, Stage 3: System Configuration, Stage 4: Implementation, Stage 5: Training, Stage 6: Go-Live, Stage 7: Knowledge Transfer & Support Hand Over, Stage 8: Sign Off & Engagement Conclusion.**

### **Stage 1: Engagement Preparation**

Upfront planning and a project roadmap is the key to a successful deployment. We want to ensure that:

- Project resources involved will have visibility to both the high level and detailed aspects of the project including timelines; scope, budget, deliverables etc.
- The client is educated on industry best practices so decisions can be made to choose the best solution.
- Avante along with IT representatives for the applicable ITIL process under consideration discuss existing or new processes and make recommendations on industry best practices.
- Key technical and non-technical items are reviewed by both teams to ensure successful technology installation.

The deliverables for this stage may include:

1. Project Kick off
2. System Overview
3. Workshops
4. Pre-Engagement Planning

### **Stage 2: System Requirements and Design Identification**

Our experience demonstrates that prior to successful service delivery; further discussions and situation analysis are required to ensure that the University's functional, operational and business objectives are met. Consequently, a critical part of our strategy is to perform the System Requirements and Design Identification sessions between an Avante Solutions Architect and the University Project Stakeholders. In our opinion, this approach will optimize the effectiveness of our proposed solution.

The deliverables of our standard System Requirements and Definitions Identification strategy include:

1. Defined project scope and boundaries
2. System Requirements and Design including:
  - Review of processes in scope
  - Data import identification and definition
  - Identify integrations in scope
  - User Interface design
  - System access and security
  - Systems infrastructure requirements

- High-level reporting requirements
  - Optimal system platform recommendation
3. Defined roles and responsibilities for both the Avante and the University's teams
  4. System testing requirements
  5. Training strategy and plan
  6. Identification of potential challenges / pitfalls to avoid and recommendation of best practices where possible.
  7. Related technology recommendation, where applicable

### **Stage 3: System Configuration**

Upon completion of the System Requirements and Design document and agreement from the University, Avante will begin the configuration efforts for the engagement.

Avante follows an Agile approach to configuration of the Cherwell technology. We use the System Design document as a guide to the build out of the system. Avante will schedule regular design and configuration reviews with your PM and key stakeholders as we work through the configuration efforts to ensure the system is optimized to your business, process and technical requirements.

Some of the key benefits of the Agile approach include: constant feedback through the configuration process allows for the ability to adapt the build to changing requirements, proactive approach improves quality, better alignment to business needs, increases knowledge transfer, and reduces the overall risk of the configuration process.

### **Stage 4: Implementation**

As important to the systems requirements and definitions report is, an implementation methodology that will ensure that the agreed upon solution deliverables will be met.

In addition to delivering the agreed upon solution, Avante wishes to highlight some of the other concepts underlying our Implementation Methodology, including:

- Painless - minimal impact, reliance and disruption of the University personnel
- On-time – meet timelines specified in the implementation strategy
- Quick – follow a fast to production strategy
- Within Budget – commitment to deliver the solution within budget
- By Professional Staff – who are experienced, experts, professional and customer oriented
- Knowledge Transfer – knowledge transfer to the University personnel

Based on our experience, the following seven key steps will be followed to ensure a successful deployment. Our Implementation Methodology will be used and followed to deliver a fully operational system, on time and within budget.

1. System Requirement & Design
2. System Installation and Set-up (AD, Email, Security, SSO)
3. Configuration, Data Import, Integration and Test
4. Training for Administrators and Agents/Technicians
5. System Hand-Over
6. Go-Live Support
7. Ongoing, Post-Implementation Assessment

### **Stage 5: Training**

Training the users of your system is probably one of the most important aspects of a successful deployment. Proper training will increase adoption, your team's effectiveness in using the solution, and their ability to become more proficient in their respective roles.

Another benefit of the Avante delivery is that we are certified to deliver Administration Training on-site. We follow the same curriculum as Cherwell, however one of the advantages is the training is dedicated to your resources versus a classroom of attendees from multiple Cherwell customers. Depending on when in the project the training is delivered, we will be able to incorporate some of the configurations we have done for your Cherwell deployment.

It is our intention that your team is fully trained to use all the Administrative features and client functionality, so that you can take full ownership of your system. The deliverables for this stage include:

1. Administrator Training and supporting training documentation
2. End user (Technician) Training and supporting training documentation
3. End-User Self-Service Portal Training (optional)

### **Stage 6: Go-Live**

The configurations are complete; the testing was successful and your team is trained and confident with the system. To ensure a successful Go-Live, Avante and your team work together in preparing the system for production use. Our team is available, both during and after the production release, to ensure everything goes smoothly for a successful deployment. The deliverables for this stage include:

1. Prepare for Go-Live activities
2. Go-Live
3. Post Go-Live support

### **Stage 7: Knowledge Transfer & Support Hand Over**

As part of a successful deployment, it is important that your team is not only trained on how to use the system, but understands how things were done and why there were done a certain way. Knowledge transfer from our team to yours is an important part of the transition where we hand the system over to your qualified team and give your team the tools necessary to successfully manage your system.

Part of the tools mentioned above includes a support strategy for your team to help them be successful. We introduce your team to the Cherwell support group, and provide them all the details they need to work with Cherwell for ongoing technical support.

### **Stage 8: Sign Off & Engagement Conclusion**

Our involvement does not end with the deployment of the technology into production. On the contrary, Avante recognizes the importance of ONGOING, post-implementation, support and guidance.

During the post-deployment period, Avante and the University will consider the need for:

- Advanced training (Administrators or Agents)
- Changes to functional and operational issues based on feedback from users (note: the users are more knowledgeable / familiar with the system after day-to-day use)
- Any system tweaking
- Any other items the University may wish to address

A critical component of our ongoing support commitment is providing the University with access to effective technical and non-technical support. A key step to accomplishing this objective is the formal hand over and knowledge transfer between the implementation team and support infrastructure.

## **Process Approach Summary**

When considering our approach to the assessment of an engagement and the process to include in scope, in our opinion, it is the pre-assessment that contributes driving the overall success of the engagement.

When embarking on a new IT Service Management implementation, we consistently see two (2) key areas that affect these deployments: the readiness and support for the “Organizational Change” and the “Staff Education and Buy-in”. In many cases our clients have already considered these points, however regardless of the consideration, there are areas that need to be reviewed and addressed, prior to the commencement of the engagement.

Avante begins our engagements with a “Project Initiation” call where we typically discuss the high-level project time-line, and the readiness of the organization to embrace the change. Depending on the readiness of the organization, we may recommend that someone from your organization take on the role of the “Organizational Change Manager”. That individual will assume the responsibility for driving the acceptance for many of the new processes and ways of doing business that your team will need to embrace with the new software application. We also recommend that individual document the key goals and objectives and measurements for the project, so when the post-assessment is conducted, we have clear items to measure.

We find that each organization is in a different state, however in our experience it is the “Educational Workshops” that Avante offers (these are optional but recommended) that helps with the understanding and acceptance of these changes.

Ultimately it is not up to the vendor to drive the acceptance for change. As your vendor and partner, we can provide assistance and awareness (especially in sharing experiences we have had with other clients) in support of your efforts. Below is a brief overview for the Workshops we offer:

**Importance of Staff Education & Buy In "No Charge Workshops"** – For every process being implemented Avante offers Educational Workshops at **No Charge**. The purpose of these workshops is to discuss the process framework and best practices in relation to the organization’s business alignment objectives and outcomes driving the initiative. If you select Avante you can request we provide these workshops (typically 1/2 - 1 day per process). When team members embrace the new processes, we see greater success of the project.

According to Allan Furman of Madden Communications Inc., “The Avante differentiator was their understanding that the biggest risk in change was not technology-based, but rather effectively engaging our people in the process. Avante focused on educating the IT team on how processes and system design must be aligned specifically to the outcomes and objectives that are defined by key stakeholders – only then would a “win win” for the IT department and the employees / business operations being supported. In the absence of upfront planning and education, we would have run the risk of IT members reverting back to earlier behavior and biases towards how things were done in the past or their previous place of employment.”

**Post-Assessment Approach Summary** – In our opinion if the pre-assessment process is managed effectively by your organization, the post-assessment becomes an easier exercise. As noted, we recommend your Organizational Change Manager document the key goals and objectives and measurements for the project, so when the post-assessment is conducted, we have clear items to measure.

Upon conducting our Engagement Review, we can use that criteria to measure the overall success of the engagement.

We conduct our Engagement Review session to understand both positive and negative feedback based on the College’s experience. This will ensure that the experience of subsequent phases will be improved (if applicable) and Avante is then better positioned to provide feedback to our team as part of our continuous improvement process.



## **Managing Risk**

When embarking on a new IT Service Management implementation, we consistently see two (2) key areas that affect these deployments: the readiness and support for the “Organizational Change” and the “Staff Education and Buy-in”.

In many cases our clients have already considered these points, however regardless of the consideration, there are areas that need to be reviewed and addressed, prior to the commencement of the engagement.

Avante begins our engagements with a “Project Initiation” call where we typically discuss the high-level project time-line, and the readiness of the organization to embrace the change. Depending on the readiness of the organization, we may recommend that someone from your organization take on the role of the “Organizational Change Manager”. That individual will assume the responsibility for driving the acceptance for many of the new processes and ways of doing business that your team will need to embrace with the new software application. We also recommend that individual document the key goals and objectives and measurements for the project, so when the post-assessment is conducted, we have clear items to measure.

We find that each organization is in a different state, however in our experience it is the “Educational Workshops” that Avante offers (these are optional but recommended) that helps with the understanding and acceptance of these changes.

Ultimately it is not up to the vendor to drive the acceptance for change. As your vendor and partner, we can provide assistance and awareness (especially in sharing experiences we have had with other clients) in support of your efforts. Please see our Appendix “B” on page 69 where we provided a brief overview for the Workshops we offer.

In addition, there are several Tactical risks that are associated with any software technology deployment, some examples include: required staff not scheduled properly, technology infrastructure not set-up to specifications, difficulty making final design decisions, and lack of management support for the project. In our opinion these risks are minimal and when managed properly do not interfere with our client deployments.

To mitigate these tactical risks, we (Avante) utilize a proven Deployment Methodology and sound Engagement Management, as outlined on page 29 above.

## **Training Overview**

To support the successful deployment and on-going support of the Cherwell Service Management technology for the University, Avante suggests four types of training: Administration Training, Super User Training, Agent/Technician Training and End-User Self-Service Portal Training (this is optional).

Below we have provided high level recommendations for the Management and Administration of your Cherwell deployment. We recommend you have designated **Cherwell System Administrators** and designated **Super Users** that attend our training and support your Cherwell system.

**Cherwell System Administrators** – Our standard recommendation is that customers have a minimum two (2) trained System Administrators (one primary and one back-up). These designated Administrators would be responsible for supporting all the departments and teams leveraging the technology. The System Administrators should have a skill set where they are somewhat familiar with database concepts, form design, and security.

The System Administrators should have a technical background and will be responsible for the configuration support for the system via Cherwell's **Administrators Interface**. Examples of this type of work are: configuring workflows and automation processes, managing blueprints, security administration, configuration and support for integrations, installation of mApps, form design, modification of fields and forms, alerts and notifications, approvals etc.

These designated System Administrators will attend the entire Administration Training class delivered by Avante.

For Administration Training Avante typically delivers this On-premise as part of our Implementation plan. Optionally you can send your System Administrators to Cherwell's public training in Colorado Springs, Colorado. For User Training, there are two types that Avante provides, Avante performs the User Training session, or you can leverage a Train-the-Trainer approach. For your deployment, we are recommending the Train-the-Trainer approach.

Below we have provided some additional details regarding each approach to training.

**Administrator Training** – Avante recommends we deliver Administration Training on-site. There is no limit to the number of participants. The training is a five (5) day session. The charge for administration training is based on our Professional Services rates, not based on the number of students who attend. Based on the size and scope of your deployment as well as our experience with other clients like the University you will find this to be a very effective method for ensuring successfully trained system administrators. We will deliver an Administrator Training Manual for up to five (5) students that participate in the Administrators training session.

The advantages of on-site Administration training include: sessions do not need to be consecutive, travel and expenses for participants to Colorado Springs, Colorado are not applicable and sessions are specific to your deployment and the needs of your administrators. (Alternatively, the University can opt to send their administrator(s) to Cherwell's Public Administration Training Classes in Colorado Springs, Colorado. Cherwell offers a four and one-half (4 1/2) day training course for administrators and technicians who are responsible for managing, maintaining, and configuring Cherwell Service Management software.)

**Cherwell Super Users** – Cherwell also provides the ability to offset some administrative “type” work on business users. We classify these users as “Super Users”. These users have some Administration type capabilities that are accessed via the **Agent Interface**.

These “Super Users” are typically the Service Desk Manager/Supervisor or a senior member of the support team. They can manage many of the “day-to-day” type of administration issues can be accomplished via the Agent Interface. Examples of these include: One-Steps, Dashboards and Widgets, Searching and Queue Management.

Depending on organizational requirements we can also include time for Reporting and Calendars. These Super Users should be designated and will need to have the appropriate security permissions set by the System Administrator.

These designated Super Users will attend a (2 – 4) hour training class delivered by Avante. Note documentation is not included. These users will have access to the Cherwell On-line Help that will provide the supporting documentation.

**Additional Optional Training from Cherwell** – As the manufacturer, Cherwell also offers several training options under their “Cherwell University” program. Below is an overview and some of the options:

About Cherwell University – The core of your business success starts with trained professionals. Cherwell University delivers training solutions for individuals and businesses from large enterprises to small organizations, in multiple learning formats. Whether you are new to the industry or an established professional, our training options will give you the product expertise you need to succeed. Your success starts here!

Enterprise Subscription Training Packages help you better utilize your Cherwell Service Management™ and Cherwell Asset Management® products. Our CSM Foundations Course gives you the basics for your design workshop participants and Cherwell administrators. Our One-day Virtual Deep Dive Classes allow you to spend an entire day on one topic with virtual instruction, a lab environment, and an opportunity to practice what you’ve learned. These topics include Dashboard Design, Report Writer, Change Management, One Steps, Portal Design, and Mobile Application Configuration and more. We also have a Video Learning Library with over 80 video courses on a variety of topics. For more information please visit:

<https://www.cherwell.com/services/training>

## Testing Overview

The following describes Avante Solutions' testing methodology when delivering Cherwell configuration engagements. The primary objective of the methodology is to ensure that our customers receive a high-quality solution that supports the agreed to functional requirements.

Cherwell Software uses CBAT (Codeless Business Application Technology), which is a codeless configuration approach to extending the functional capabilities of the Cherwell platform. The use of predefined routines allows our testers to primarily focus on the functional alignment of the solution, as opposed to code syntax and/or library references. A more comprehensive testing approach, which is not described in this document, is used when delivering custom routines. An example of a custom routine is developing a web service to support an external system integration.

The following phases are supported as part of our testing approach. Each phase is executed as part of delivering a configuration release - a release represents a set of functional capabilities that work together to perform one or more usage scenarios.

### **Test Management**

During this phase the engagement team defines and documents primary usage scenarios. Usage scenarios are typically defined by the customer and are conceptually supported by the established functional requirements. As core components of the solution are developed, the consultant responsible for the configuration performs testing to confirm that each usage scenario is properly supported. If the solution is being delivered in phases, this process will occur throughout the duration of the engagement.

Any errors and/or unexpected results that are discovered in this stage are addressed immediately by the consultant. Only in the case where the cause is deemed to be a "*Cherwell Bug*" or "*Limitation*" will the tester document his or her findings, as there could be a negative impact to the overall engagement schedule.

### **Test Assurance**

There are two distinct activities in this phase; one is internal, and involves Avante's engagement team, and the other is external, and involves the customers' practice team members. Once one or more releases have been completed, an internal review is conducted. During the review, the consultant (or consultants) demonstrate the functionality that has been defined for the release. When possible, the review process aligns to the defined usage scenarios. It's possible that multiple releases will be necessary to support specific usage scenarios. During this session, the following areas are reviewed:

- **Functional Capability** – the configurations perform as expected – process actions, workflow and overall management of the usage scenario(s).
- **Data Integrity** – information captured and managed in the system is stored with expected values.
- **GUI Design** – the solution's presentation is logical, effective, and conforms to engagement standards (default being Cherwell's default content).
- **Security** – the solution supports required security requirements.
- **Roles** – the solution performs as expected for the define roles – primarily tested when system presentation / support changes based on a user's role.
- **Performance** – the solution's configurations are in-line with the manufacturer's suggested approaches to optimize performance. *Avante cannot address nor control performance limitations that may exist with technology.*

Any errors, unexpected results, or suggested changes are documented by the tester. The process is repeated until all known issues have been addressed.

Once a release has been internally approved, the consultant will schedule a walkthrough with the practice team(s). During the review, the consultant demonstrates how the solution works by using one or more usage scenarios. If the release does not contain a scope of capabilities that can support a usage scenario, then the consultant will simply highlight the features that are being introduced.

The consultant will document any feedback or issues that arise during the walkthrough. The feedback will be address by following one of two approaches – if the request is within the scope of the engagement, it will be completed prior to implementing the release. If the request falls outside of engagement scope it will be handled through a change request process, and if approved, will be scheduled for a subsequent release. Once the external review is completed, and any identified issues addressed, the release is applied to the test environment.

### **User Acceptance Testing (UAT)**

Once the system walkthrough is complete, we begin User Acceptance Testing (typically 2 – 3 weeks depending on client’s decision), which involves a more thorough test of the system. Avante provides sample test plans (which we can provide upon request) which your team may use to build around your processes and your requirements and specifications. The detailed test plan that you (the client) will use, can be built from the Avante sample test plan. Again, with our standard implementation plan it is the client’s responsibility to provide the finished test plans for UAT as well as conduct the UAT testing. In addition, we also provide a real-time/multi-user UAT tracking sheet which enables us to efficiently resolve any issues that may arise.

### **User Acceptance Testers**

We strongly recommend the organization allocate resources for UAT. The number of testers and extent of testing will be driven by the scope of deliverables and risk associated with the deliverable.

### **Test Support**

Once a release has been applied to a test system, the customer will begin **User Acceptance Testing (UAT)**. During this time, one or more customer teams will perform usage testing on the system. Again, the usage scenarios primarily support the process. During UAT the customer has access to a shared tracking document / system, where they can document their findings. New entries are classified as one of the following:

- **System Error** – the solution is not performing as expected.
- **Request** – the solution is missing required (or desired) capability. The request will be reviewed to determine if the request is “in scope” or “out of scope.”
- **Question** – the user requires clarification on how the solution supports one or more functions.

Avante consultants monitor the entries and conduct meetings to discuss them. Each entry has a status, which is used to reflect how the entry is being managed. Entries that require resolution or additional configuration will be addressed and included as part of a test release. This process is repeated through the initial phase of system go-live.

### **In Scope**

The items in scope for testing are items identified in the requirements documentation, however in some cases a test case may include steps that use an out of the box feature or functionality. In these cases, the out of the box item is noted for future reference.

### **Out of Scope**

The out-of- the-box core configuration is not in scope for testing, however as per the In-Scope activities some items may be identified and tested although not part of the mandatory testing requirement.

### **Resources**

The testing resources will be Avante Consultants along with the Avante Engagement Manager.



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## Price Proposal

The instructions for this section were to provide the following:

A. Price Proposal

*The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.*

*See Tab 7, Attachment A*

We are confirming we completed your Tab 7 in Attachment A with the required information regarding pricing. Due to size limitation of Excel we have included this section to provide you with details for both the Software and Professional Services related to your potential project.

On the following pages we have provided two (2) sub-sections:

- Supporting Detail for Price Proposal for Cherwell Licensing (beginning on the next page)
- Supporting Detail for Pricing for Avante Professional Services (begins on page 51)

**Important Note** – We have provided Cherwell’s and Avante’s list pricing in our response on the following pages. We have also communicated the contract we have in place with JMU that the University can procure from that included discounted pricing for both the licenses and the services.

Should we be a shortlisted vendor, we will review all pricing with the University to negotiation an agreeable final price.

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## Supporting Detail for Price Proposal for Cherwell Licensing

Below we have included some sub-sections that provide supporting information that will assist the University in your evaluation of the pricing portion of our RFP response.

### License Pricing Assumptions

In your Addendum 1 there were several questions regarding the number of users and conversely the number of licenses the University would need for a new ITSM system.

Below are the questions we determined provided the best information regarding the number of license we are proposing:

- *“Our solution is licensed by concurrent user count rather than by total named users. For purposes of determining required licensing, can you estimate how many of your technicians (i.e., not end users, but analysts who will be resolving tickets, working with assets, etc.) may be logged into the solution at any given time? A common approach here is to take your total technician count and divide it by the number of their work shifts.*

*Looking at metrics, we can expect ~150 concurrent users at any time.”*

- *Can you estimate how many IT users would be logged into the system at the same time working tickets?*

*Current metrics indicate ~150 analysts at peak.*

Based on this user information you have provided in your RFP and Cherwell’s concurrent model; we have provided pricing for one-hundred fifty (150) licenses.

### Overview of Cherwell’s Concurrent License Model

Cherwell Service Management offers licenses under a concurrent user model for technician access. The concurrent model is defined as; allowing you to have as many active logins as you have purchased licenses. The Cherwell system includes the functionality that allows you to reserve any or all the concurrent users to specific individuals to ensure that they are always able to get access to the system. The feature can be enabled or removed at your choosing.

Leading analysts make recommendations to clients to estimate license usage in the concurrent license model. (Gartner Group suggests needing only one (1) Concurrent Seat per every three (3) Named seats.) There are several additional licensing features in addition to the concurrent model that Cherwell provides.

Within the Cherwell Concurrent Licensing Model, you can reserve seats for critical personnel at no additional charge. Cherwell does not charge a server or database fee so that you may utilize a development and production and other environments as needed without additional software licensing fees. Pricing also includes all modules, connectors and software upgrades. There is never a licensing fee or software charge for these modules, connectors or version upgrades. An enterprise license of Cherwell Administrator and Cherwell browser-based Self- Service is included at no additional charge. Also, note that multiple instances can be accessed simultaneously using only a single license. A concurrent license is required to independently run the Cherwell, iPhone/iPad or Android App on a mobile device, or Cherwell Technician on a browser. Note that only one concurrent license is consumed by a single user logging in to a combination of these described above, while some other vendors may require three (3) licenses in this scenario. In addition, Cherwell provides a Dashboard Viewer client and report writing / running client which allows a user to view / create / modify dashboards and reports without consuming a license.

## Cherwell's Licensing Advantages

The purpose of this section is to provide some details on the structure of the Cherwell license model as well as some of the key advantages their model provides.

### License Model Advantages

- Cherwell Service Management is available in a traditional purchase/perpetual license model as well as a Subscription model.
- Cherwell utilizes a Concurrent license model for both Subscription and Perpetual models.
- Either pricing model can be deployed as a SaaS deployment.
- A concurrent license (regardless of model) entitles the user to access all “out-of-the box” applications. (This includes: Incident, Service Request, Service Catalogue, Service Portfolio, Problem, Change, Release and Deployment, Configuration, Service Level, Knowledge, Event Management, and Project Management).
- There is **No Charge** for End-users accessing the Self-Service Application. End-user Self-Service is unlimited!
- Cherwell has **No Limit** on the number of **Non-Production** (i.e. development and test environments) systems you may have. (For SaaS deployments Cherwell provisions one (1) non-production environment. You can elect to install an unlimited number of non-production environments on your premises, as well as Cherwell will provide additional non-production environments in their hosting facility for a fee.)
- There is **No Charge** for configuring of new applications (Security, Human Resources, Facilities management, etc.) in addition to the out-of-box processes.
- A Concurrent license model includes access to all Agent/technician clients including; Agent Browser, Agent Rich Client, and Agent Mobile clients.

**License Access Advantages** - Below are examples where NO license is required for access to the Cherwell system.

- You can reserve a pool of licenses for certain groups to be sure they always have access (ie. the Service Desk Analysts).
- You can set time-out for inactivity at different intervals.
- NO licenses are utilized when accessing the Administration module.
- NO licenses are utilized when users update records via email, including responses to requests for approvals or notification of new work actions / tasks.
- NO licenses are consumed when viewing and updating records via web forms. For example, Self-Service portal or web forms such as a task, approval, or survey request.
- NO licenses are consumed when accessing the Dashboard Viewer. Accessing and viewing dashboards via the Cherwell Dashboard Viewer consumes no license.

Upon request, we may provide our customers with temporary licenses in addition to the licenses they purchase for the first 90 days after Go-Live to ensure you optimize the number of licenses you require.

## License Pricing Detail

As we described in the license advantages above you have complete flexibility for how you can acquire and deploy the Cherwell technology. Below are the four options (Subscribe and hosted by Cherwell, Subscribe and install on your servers, Purchase and install on your servers, and purchase and hosted by Cherwell).

**Important Note** – Below we have provided Cherwell’s list pricing. We have also communicated the contract we have in place with JMU that the University can procure from that included discounted pricing.

Should we be a shortlisted vendor, we will review all pricing with the University to negotiation an agreeable final price.

### Subscription License Model Hosted by Cherwell:

Required Items			
Item	Unit Cost	Units	Investment
<b>Cherwell Service Management Subscription fee - Monthly Cost</b>	\$136.00	150	\$20,400.00
<b>Annual Maintenance &amp; Support</b>			Included
<b>SUB-TOTAL ANNUAL FEE (\$20,400.00 x 12)</b>			<b>\$244,800.00</b>
<b>Optional VPN Fee (for hosted by Cherwell)</b>	N/C	1	N/C
<b>TOTAL ANNUAL FEE</b>			<b>\$244,800.00</b>
<b>Optional – Encryption at Rest</b>	\$8,000.00	1	\$8,000.00
<b>Optional – Additional Non-Production Environment</b>	\$10,000.00	1	\$10,000.00
<b>TOTAL ANNUAL FEE – WITH OPTIONS</b>			<b>\$262,800.00</b>

- The pricing above is based on a one (1) contract, term paid annually at the anniversary date of purchase with no cancellation provision. In the event Customer attempts to cancel the subscription before the annual payment, the total remaining contract value will become due and payable within 30 days.
- The price is exclusive of any applicable taxes.
- Cherwell provides two (2) environments, one (1) production and one (1) non-production SaaS customers (you can install unlimited non-production environments on your premises at no cost). Additional non-production environments are available for a \$10,000.00 annual fee.
- Encryption at rest is available for an annual fee of \$8,000.00.

## **IT Asset Management Pricing - OPTIONAL**

We would like to also inform the University of pricing for optional capabilities you may be interested in. As you own (SolarWinds and others) which Cherwell integrates with, our recommendation would be to leverage the investment you have with these products should you wish to import asset data into Cherwell.

We elected to provide this information should the University be interested in the enhanced capabilities the Cherwell Asset Manager tool can provide.

### **Cherwell Asset Manager Cost Summary:**

#### **Subscription License Model:**

<b>Required Items</b>			
<b>Item</b>	<b>Unit Cost</b>	<b>Units</b>	<b>Investment</b>
<b>CAM – Inventory Only</b>	\$2.50	2000	\$5,000.00
<b>Annual Maintenance &amp; Support</b>			Included
<hr/>			
<b>CAM – Full Suite</b>	\$9.75	2000	\$19,500.00
<b>Annual Maintenance &amp; Support</b>			Included
<b>TOTAL ANNUAL FEE</b>			<b>TBD – Depends on Version Selected</b>

#### **Perpetual License Model:**

<b>Required Items</b>			
<b>Item</b>	<b>Unit Cost</b>	<b>Units</b>	<b>Investment</b>
<b>CAM – Inventory Only</b>	\$5.00	2000	\$10,000.00
<b>Annual Maintenance &amp; Support</b>	\$1.00	2000	\$2,000.00
<hr/>			
<b>CAM – Full Suite</b>	\$20.00	2000	\$40,000.00
<b>Annual Maintenance &amp; Support</b>	\$4.00	2000	\$8,000.00
<b>TOTAL FEE</b>			<b>TBD – Depends on Version Selected</b>

- The pricing above is exclusive of any applicable taxes.
- Note maintenance & support dates take effect when the license keys are delivered to the University. After the initial contract term, Cherwell will invoice the University for annual Maintenance & Support.



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## Supporting Detail for Pricing for Avante Professional Services

The purpose of this section is to provide the University with a Professional Services cost proposal, as well as outline how the estimate is likely to be allocated across the requirements outlined in your RFP.

### **Preface to our Professional Services Pricing**

The purpose of this section is to provide University with some information and some of the assumptions we used when determining the services estimate. We would like to highlight that in the absence of a detailed review of your requirements we have provided a high-level estimate that includes a range for the anticipated configurations and integrations for your deployment.

#### **Key Items that Affect a Services Estimate:**

When providing a service estimate in the absence of conducting the “Requirements and Design Sessions”, the biggest challenge is the lack of detailed understanding of your functional requirements. As an example, the Change Management process for some customers is more closely aligned to the out-of-box offering (so less services time is applicable) versus other customers that have a more complex or mature process (more services time is needed to align the system to your requirements). Please note as you review our estimate we have provided a range for each area in attempt to account for this. In addition, this is a high-level estimate for comparison only, and not a formal quote to deliver the system. Below are just a few examples of items that affect services costs estimates:

- We have not identified what your escalation and notification requirements are.
- We have not yet identified how many items you have in your Service Catalog.
- We have not yet identified what your current approval process is (how many approvers, how many levels, what level of notifications are needed, etc.). This applies to both the Service Request and Change processes.
- We have not yet identified your record classification philosophy/methodology.
- We have not yet identified your record routing requirements.

**Important Note** – We suspect you may receive some estimates that may offer a wide variety of cost and services rates. While at first glance you may be surprised at both the wide range as well as the high end of our estimate, this is due to the conservative approach we take when providing an estimate without the advantage of conducting a detailed review of requirements. Rather than provide a low initial estimate then have the need to come back and ask for more money once we embark on the engagement, we prefer to communicate our estimates in the low – high conservative approach. This allows us to then work within whatever budget you have for the project to maximize the benefits of the system.

We do want to confirm that we can work within any budget University has for this project to get the most out of your deployment.

## **The Avante Approach**

The Consultative Implementation Approach is the typical and recommended approach that Avante takes with our customers. In this approach, we begin with Process Workshops then conduct Requirements and Design Definition Sessions where we review all the requirements you may need the Cherwell system to support that are not included in the out-of-box processes or capabilities. The goal is to align the Cherwell technology to your business requirements.

Avante has a proven methodology and approach to our engagements. We focus on understanding the business requirements and outcomes our customers desire and consult with you on our opinions for how the system should be configured to support your objectives. While there are many partners that have configuration experience we often hear that their approach is to ask the customer how they want the system configured, then they build it to the customer's specifications.

We believe in a "Value Add" approach where we use our experience with successful deployments to make recommendations to you, our client. We begin each engagement with No Charge ITIL Educational Workshops. We conduct these on-site and ask all the key stakeholders and managers/executives to attend. The goal of the session is to discuss the fundamentals of the processes under scope and how they affect organizational change. To configure a new ITSM system to align with many of a client's existing ways of doing things does not bring the kind of business value to a deployment that you would typically expect. Your organization needs to embrace the change to a new ITSM system and new/improved way of doing things to truly bring value to the business. Our Educational Workshops, combined with our detailed Requirements and Design sessions help to maximize the value of the deployment.

Another benefit to our experience is our knowledge of how to configure the software. Because we have completed so many engagements are consultants have inherent knowledge of how to accomplish a configuration. This typically will lead to a shorter time to complete configuration work versus less experienced implementation consultants. While you will see a variety of costs and rates this is another factor to consider when comparing proposals.

In our Pricing Proposal for Professional Services that begins on the following pages we have provided an estimate based on the methodology we have described above. At first glance, you may be surprised at both the wide range as well as the high end of our estimate. This is due to the conservative approach we take when providing an estimate without the advantage of conducting a detailed review of requirements. Rather than provide a low initial estimate then have the need to come back and ask for more money once we embark on the engagement, we prefer to communicate our estimates in the low – high conservative approach. This allows us to then work within whatever budget you have for the project to maximize the benefits of the system.

## **Professional Services Pricing Assumptions**

The University provided the following information in your RFP regarding implementation (with some additional information in the vendor Q&A):

In your Addendum 1 you provided the following responses to the questions we submitted regarding the cost estimates for implementation services:

- *For implementation services costs for the initial phase, what processes/capabilities should we include in our cost estimates (ie. Incident, Request, Service Catalog, Problem, Knowledge, Change, Self-Service etc.)?*

*Phase 1 would include Incident, Request, Problem, Change, SACM, and Self Service. We would like to receive pricing for Service Catalog and HR Case Management with the RFP but those may not be Phase 1 integrations.*

- *For implementation services costs for the initial phase, what integrations should we include in our cost estimates (ie. AD, email etc.)?*

*AD, Email, Chat, IAM, Location Data*

In addendum 2 you added the following:

- *With regard to Service Catalog integrations, our short term goal will be to allow our stand alone Service Catalog to link out to Request Fulfillment through the selected product. We would like to link to specific request forms tied to the service listed in the catalog. Long term, we would like to get an idea how the vendor's product handles the service catalog so we can, in a post initial phase of integration, leverage the service catalog/SPM module of the selected product to act as the frontward facing module for customer interaction.*
- *As for the clarification of the contradictory answers, for the initial integration, we will need to integrate IAM (this can be through AD or SSO), Email, Chat, Location Data (from various source DBs), as well as being able to integrate CI Data from SCCM, Ivanti, JamfPro and potentially other data sources.*

### **Avante Comments**

Note – you listed “location data” in response to our integration question, however there was no third-party application mentioned that holds the location data. We assume this information is in your AD system.

We used this information, as well as our experience deploying Cherwell for similar organizations to the University, to provide this estimate.

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## Pricing Details for the Avante Professional Services – Phase I

This cost proposal for this phase includes the following sections:

- Scope Definition
- Key Assumptions
- Professional Services Costs Table
- Training Overview

**Scope Definition** – The purpose of this section is to outline the scope of deliverables associated with University’s Cherwell Service Management initiative that includes the following:

- The processes (ITIL and other) under scope Avante expects to include to support your requirements include: Incident, Service Request, basic Service Catalog, Problem, Change, and SACM/CMDB Management.
- For this Phase, the Asset capabilities on the ITSM process will be limited to leveraging the existing asset profile records in Cherwell with minimal changes. Full asset lifecycle management for IT is not in scope, and is not included in this cost proposal.
- Self-Service Portal to support Incident and Request.
- Support for Surveys.
- Support for Agents/Technicians to use the mobile applications for Incident and Request (note this is a basic starting point).
- Integration with Email and LDAP or Active Directory.
- Assistance with Single Sign-on.
- Integration with SolarWinds for asset data import.
- Our proposal recommends on-site Administration Training.
- Avante recommends a Train-the-trainer approach for User Training.
- No other integrations or data imports are included in the scope of this estimate.

Our proposal accounts for providing a turn-key solution (i.e. completing all the deliverables). However, you can elect to assume some of the configurations once your administrator(s) are trained; thereby reducing the Professional Services costs.

**Key Assumptions** – The following points represent key assumptions used in the preparation of this estimate:

- The preferred deployment is SaaS (hosted by Cherwell).
- The scope of Phase One is outlined in the aforementioned ‘scope definition’ section.
- Avante will perform a majority of the configuration efforts.
- Once the Requirements and Design Session is completed, this estimate may change (increase or decrease.)
- No historical data from existing ticketing solutions to be migrated to Cherwell.
- Documentation (outside the system design documentation Avante will prepare as an outcome of the Requirements Sessions) will be limited to the existing Cherwell published documentation.
- Any additional requirements that arise during the Requirements Sessions that are outside the original scope or exceed the expectations of the scope will either require additional services time via a Change Order, or may be completed by University resources.
- This is a general estimate only based on our experience with other similar clients and is not a firm quote for services.

## Professional Services Cost Table

The purpose of this section is to outline how our Professional Services cost estimate is allocated across the high-level Phase One deliverables. Our Professional Services rate is \$206.25/hour (based on \$1,650.00/day) plus travel and expenses which are subject to the guidelines provided by the University. The daily rate is for a Monday – Friday 8:00 AM – 5:00 PM work day.

**We will begin the engagement with the Requirements Sessions (or Process Workshops if elected) to scope the system design and high-level requirements, with the outcome a Design Document that will drive an “Agile” approach to the system configuration.**

This estimate is divided into specific deliverable areas to give the University an idea of the level of effort Avante expects for each area. Each deliverable area may not meet the exact numbers provided (low or high) however the total estimate will be applicable for the project, and time/effort can be reallocated across each deliverable.

Phase Deliverable	Comment	Time Effort
<b>System Set-up</b>		
The following items are part of the core set-up for the Cherwell technology.		
Technical Architecture Review	Technical architecture review and planning.	1 – 2 days
Provision/Install	Deliverables include provision for two (2) environments (production and non-production) and testing of all client access options.	1 day
Configuration – Access and Security	Deliverables will include creating security groups for both the internal and external users as well as creating authentication access for users.	1 – 3 days
Integrations Email and Active Directory	Integration with Email and Active Directory to populate user contact data.	2 days
<b>Requirements and Design</b>		
The requirements and design drives the configuration of your Cherwell deployment.		
Process Workshop	Based on your scope, the focus will be on the following concepts: classification, lifecycle / process, priority / SLA, record ownership, etc. This is an optional offering and if you elect to schedule the workshops Avante will not charge for the services time however travel and expenses are applicable. This is limited to no more than two (2) days on-site.	No Charge
Project Kickoff Meeting	Avante will participate in University’s Project Kickoff Meeting. This is typically an on-site meeting where your Project Sponsor is presenting to your organization. Avante may provide some materials to support your PM’s preparation of the presentation.	1 Day



Phase Deliverable	Comment	Time Effort
Requirements Definition	<p>It will be necessary to identify the functional requirements and system design to support your deployment.</p> <p>The following areas are under scope: described in our Scope Definition above.</p> <p>This time will be divided between on-site requirements gathering and documentation preparation. Documentation will be limited to Design document.</p>	4 – 6 days
<p><b>Configuration for ITSM</b></p> <p>This section governs the majority of the configuration efforts (minus integrations) for the scope of the engagement.</p>		
Configuration – User Profile	<p>A key deliverable will include a Customer Profile (i.e. end users being supported). Avante will configure a single Customer Profile record for this SOW.</p> <p>In addition to configuring the profile, the data will need to be populated on a regular basis. This is an AD integration and only the existing AD attributes will be mapped into the user profile.</p>	1 – 2 days
Configuration – Incident	<p>Avante will deliver the out-of-box Incident process with some configuration.</p> <p>Examples of points for consideration include: Classification methodology, Priority SLA / OLA rules, Notification Rules, Process / Lifecycle, Surveys, Scripts, Stop the Clock, Etc.</p> <p>Note that Avante will limit our configuration work to modifying no more than five (5) existing and creating no more than three (3) new Incident detail forms. If more forms are required, then University resources will complete that configuration work.</p>	4 – 6 days
Configuration – Service Request	<p>Factors influencing the time are driven by the anticipated difference between out of the box functionality / capability versus University requirements.</p> <p>Time allocated accounts for no more than four (4) Service Request types, with forms, workflow, notifications and approvals.</p> <p>Onboarding, off-boarding and system/application access are limited to the existing out-of-box structures with time for minor changes and simple workflow.</p>	4 – 6 days

Phase Deliverable	Comment	Time Effort
Configuration – Service Catalog	<p>This estimate is for the configuration for a basic Service Catalog to support your Service Request process. Factors influencing the time will be driven by the difference between out of the box functionality / capability versus University requirements.</p> <p>Configuration will include and is not limited to: Structure, Entitlement, Security Requirements, and Definitions.</p> <p>This is a starting point for a basic Service Catalog with a limited number of items.</p> <p>Time allocated here consists of setting up the Service Catalog itself, enabling the proper fields and entering a small number of services as a demonstration while training Clemson staff to populate the remaining data.</p>	3 – 4 days
Configuration – Problem	<p>Avante will deliver the out-of-the-box Problem process. Avante finds a majority of our customers require some modification to the out-of-box workflow so Avante has allocated time to cover limited modifications.</p>	2 – 3 days
Configuration – Knowledge (not listed in your scope, however we recommend implementing the starting point Cherwell provides)	<p>Factors influencing the time will be driven by the difference between out of the box functionality / capability versus University requirements.</p> <p>Examples of points for consideration include: importing from data sources, connecting to external knowledge repositories, and search sources.</p> <p>Importing is limited to two (2) data sources for existing knowledge, the University will be responsible for mapping existing Knowledge to Cherwell’s template.</p>	2 – 3 days
Configuration – Change	<p>Factors influencing the time are driven by the anticipated difference between out of the box functionality / capability versus University requirements.</p> <p>The Change Management application / object will be configured to support the defined requirements.</p> <p>Avante will leverage the out-of-box Cherwell Change process to align with University’s existing process.</p> <p>Configuration will include and is not limited to: Approval rules, Change Types, Change Documentation Details, Notification Rules, Priority, Risk / Impact, Process / Lifecycle.</p> <p>Note: the wide range is to account for the approval process form navigation changes.</p>	5 – 10 days

Phase Deliverable	Comment	Time Effort
Configuration – CMDB/Service Asset and Configuration Management	<p>Factors influencing the time will be driven by the difference between out of the box functionality / capability versus University requirements.</p> <p>This is limited to utilizing the existing nine (9) CI records Cherwell offers with some modifications (and 1 additional new CI record type).</p> <p>Time allocated does not account for Financial, Contracts and other tracking. Relationships if needed will be created by University resources manually. Asset lifecycle is not in scope for this phase.</p>	5 – 10 days
Configuration – Self-Service Portal	<p>Avante will configure the portal for users to submit and view Incidents and Requests (from a Service Catalog), view their assign Assets, and view historical tickets.</p> <p>Other features such as access to knowledge, outages and issues, are not in scope for this phase.</p> <p>We will pair-down the out-of-box Cherwell portal to limit capabilities to the processes in scope (Incident and Request).</p>	5 – 8 days
Configuration – Surveys	<p>Avante will deliver the out-of-box survey capability and will provide one (1) additional survey template.</p> <p>Note the time allocated on the high side is to configure the Survey workflow if you do not want to subscribe to the Cherwell workflow for surveys.</p>	1 – 3 days
Configuration – Mobile Support	<p>In addition to the out-of-box capabilities Cherwell provides for mobile support Avante allocated some time for specific requirements you may have. The time allocated will provide basic functionality to support Incident and Request Management.</p>	2 – 3 days
Configuration – Dashboards and or Reporting	<p>As Avante does not have your specific Dashboard/Reporting requirements Avante has provided an estimate only with restrictions. Note the extensive out-of-box reports offered by Cherwell typically meet most customers’ reporting needs. In our experience leveraging dashboards for any custom requirements is more effective.</p> <p>We have allocated to assist with modification of up to three (3) existing and three (3) new Dashboards.</p>	2 – 4 days
<p><b>Integrations and Data Imports</b></p> <p>This section is to provide estimates for any third-party applications that will require an integration to Cherwell.</p>		

Phase Deliverable	Comment	Time Effort
Integration with MS SCCM	<p>Avante will leverage the Cherwell mApp for SCCM for the integration.</p> <p>Asset data from SCCM will be imported into the CMDB on a scheduled basis for specific CI / Asset types. Information will be mapped and imported / merged into the CI information stored in the CMDB. Avante will assist with the configuration of integration with the existing SCCM environment to import asset data on an ongoing scheduled basis. Your resources will be responsible for any work on the SCCM side.</p>	1 – 2 days
Integration with Ivanti	<p>Asset data from Ivanti will be imported into the CMDB on a scheduled basis for specific CI / Asset types. Information will be mapped and imported / merged into the CI information stored in the CMDB. Avante will assist with the configuration of integration with the existing Ivanti environment to import asset data on an ongoing scheduled basis. Your resources will be responsible for any work on the Ivanti side.</p>	1 – 2 days
Integration with JamfPro - Inventory	<p>Apple asset data from JamfPro will be imported into the CMDB on a scheduled basis specifically to the Mobile CI Record type. Information will be mapped and imported / merged into the CI information stored in the CMDB. Avante will assist with the configuration of integration with the existing JamfPro environment to import asset data on an ongoing scheduled basis. Your resources will be responsible for any work required on the JamfPro side.</p>	1 – 2 days
Import Location Data	<p>We will assist with the one-time import of asset data from up to three (3) data sources. University resources will be responsible for preparing the data source to map to the appropriate record in Cherwell.</p>	1 day
Integration with Chat	<p>We understand the University owns Bomgar and recommend we use the built-in integration Cherwell provides to Bomgar. We will assist with the set-up and connection to Bomgar</p>	1 day
Comment on “Other Sources”	<p>In Addendum 2 you mentioned you may have other asset data sources. Without identifying those sources, our estimate is limited to the integration listed above.</p> <p>We would like to highlight that we can work with your resources in a “Mentoring” approach to the above integrations so they will have to knowledge and tools to create other data imports and integrations with minimal assistance from Avante.</p>	N/A

Phase Deliverable	Comment	Time Effort
Integration with your Service Catalog	<p>Avante will assist with the linking of your external Service Catalog to Cherwell. As we have a few options, and at this point lack some of the data we would need to provide an estimate, we have provided conservative estimate. Please note that until we scope the requirements and identify the data elements, this is an estimate only!</p> <p>We believe the following are the options to consider:</p> <ul style="list-style-type: none"> <li>• Formatted E-mail submission from your Catalog to Cherwell.</li> <li>• Formatted File import from your Catalog.</li> <li>• Utilize Cherwell’s Web API to create Service Requests from your catalog.</li> </ul> <p>The formatted e-mail and file import are the easiest to accomplish and require the least effort. Depending on the complexities of each item it could be anywhere from 2 – 8 hours per Catalog item. Note: This does not include the build out of the service request forms in Cherwell. This is just integration.</p> <p>For the Web API option, this is more difficult to estimate, as once we have the base integration built you would leverage it for all the submissions. We would ballpark this estimate at 3 – 4 days for the base code and then about 2 – 4 hours per catalog item.</p> <p>Note for both options, if the time we allocated does not cover the number of Catalog you have, then either University resources will complete the configuration, or you can execute a Change Order to add more time.</p> <p>We would like to highlight that we can work with your resources in a “Mentoring” approach to the above integrations so they will have to knowledge and tools to create other data imports and integrations with minimal assistance from Avante.</p>	5 – 10 days
<b>Engagement Management</b>		
Below Avante has allocated time to successfully support your Cherwell project.		
System Reviews	<p>Time will be spent reviewing our configurations against the design / specification report to confirm:</p> <ul style="list-style-type: none"> <li>• System is delivered to specification</li> <li>• No issues exist</li> </ul>	1 – 2 days



Phase Deliverable	Comment	Time Effort
Go-Live Support	Go-Live support includes getting the system ready for production use (i.e. deleting test records, etc.), as well as being available the day of Go-Live.	2 days
Engagement Management and Documentation	The Avante Engagement Manager will manage the project for Avante and will work with your designated Project Manager. *Please see note below.	6 – 9 days
<b>Total</b> (plus any applicable travel and expenses)		<b>65 – 108 days</b>  <b>\$107,250.00 – \$178,200.00</b>
**Estimated Travel and Expenses		<b>\$4,000.00 - \$6,000.00</b>

**\*Engagement/Project Management**

Avante will assign an Engagement Manager to work with your designated University Project Manager to coordinate Avante’s resources and manage the agreed to implementation activities and milestones as to be defined in your project plan document. Avante will not provide the Project Management documents for this engagement, that is the responsibility of University’s Project Manager. If you determine you would like more hands-on Project Management type activities we can provide an estimate upon request.

**\*\*Travel & Expenses**

A portion of the services work Avante performs will be completed off-site. Avante typically performs the following portions of our services on-site: Requirements Sessions, Final System Walk-thru, Administrator and User Training, and Go-Live support. For these activities/deliverable travel and expenses will be applicable.

## Training

To support the successful deployment and on-going support of the Cherwell technology for University, Avante suggests two types of training: Administration Training and Agent/End-User Training. Below we have provided a summary and pricing for both:

Phase Deliverable	Comment	Time Effort
Administrator Training	Avante is able to deliver Administration Training on-site. There is no limit to the number of participants. The charge is based on the daily Professional Services rate. We recommend that you budget five (5) days per session. Based on the size and scope of your deployment, as well as our experience with other clients similar to the University, you will find this to be a very effective method for ensuring successfully trained system administrators. We will deliver an Administrator Training Manual for up to five (5) students that participate in the Administrators training session.	5 days
Super User Training	Cherwell also provides the ability to offset some administrative “type” work on business users. We classify these users as “Super Users”. The class covers the following topics: One-Steps, Dashboards and Widgets, Searching and Queue Management. Depending on organizational requirements we can also include time for Reporting and Calendars. These designated Super Users will attend a (2 – 4) hour training class delivered by Avante. Documentation is not included.	1 day
Agent/User Training	This training is for the Agents and Technicians that will use the Cherwell software. We recommend the University utilize a Train-the-Trainer approach for your deployment. Avante can conduct an Agent/User training session as an example, as well as support remote user training via webinar / conference facilities. We also suggest that at least one user training session be recorded and made available on an on-demand basis. Documentation is not included.	3 days
Optional End-User Self-Service Training	Avante has recorded videos for other clients for the purposes of training their end-users on the Self-Service portal. If the Customername wishes to engage Avante we can deliver 1 training video. Documentation is not included.	1 day
<b>Total (plus any applicable travel and expenses)</b>		<b>10 Days</b> <b>(\$16,500.00)</b>
Estimated Travel and Expenses		\$3,500.00 - \$4,000.00

## Additional Optional Training

Below are some of the additional training options offered direct by the Cherwell Training organization (note all time unused expires at the end of the subscription period):

Phase Deliverable	Comment	Cost
Cherwell Basic Subscription	<b>10 Days of Training, including:</b> <ul style="list-style-type: none"> <li>• Accelerating your Implementation</li> <li>• Administration Foundations (uses 4 days)</li> <li>• Deep Dives (uses 1 day)</li> <li>• Cherwell Asset Management Self-Paced Modules (unlimited access)</li> <li>• Video Learning Library (unlimited access)</li> <li>• Pre-Conference Workshops at the Cherwell Global Conference (uses 1 day)</li> <li>• User Training Kit (internal training aid)</li> </ul>	\$6,000.00
Cherwell Essentials Subscription	<b>20 Days of Training, including:</b> <ul style="list-style-type: none"> <li>• Accelerating your Implementation</li> <li>• Administration Foundations (uses 4 days)</li> <li>• Deep Dives (uses 1 day)</li> <li>• Cherwell Asset Management Self-Paced Modules (unlimited access)</li> <li>• Video Learning Library (unlimited access)</li> <li>• Pre-Conference Workshops at the Cherwell Global Conference (uses 1 day)</li> <li>• User Training Kit (internal training aid)</li> <li>• One 90-minute virtual private training consultation with a Cherwell Instructor</li> </ul>	\$12,000.00
Cherwell All Access Pass	<b>Unlimited Training, including:</b> <ul style="list-style-type: none"> <li>• Accelerating your Implementation</li> <li>• Administration Foundations</li> <li>• Cherwell Service Management Deep Dives</li> <li>• Cherwell Asset Management self-paced modules</li> <li>• Video Learning Library</li> <li>• Pre-Conference Workshops at the Cherwell Global Conference</li> <li>• User Training Kit (internal training aid)</li> <li>• One 90-minute virtual private training consultation with a Cherwell Instructor</li> <li>• 20% off of Cherwell Global Conference passes (standard price: \$1495)</li> <li>• 50% off the regular price of an On-Premises Foundation class</li> </ul>	\$20,000.00
Video Learning Library Pass	Access to the Cherwell video library, cost is per user.	\$495.00

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## Pricing Details for the Avante Professional Services – Phase II

This cost proposal for this phase includes the following sections:

- Scope Definition
- Key Assumptions
- Professional Services Costs Table

**Scope Definition** – The purpose of this section is to outline the scope of deliverables associated with University’s Cherwell Service Management initiative that includes the following:

- The processes (ITIL and other) under scope Avante expects to include to support your requirements include: Service Catalog and HR Case Management.
- Self-Service Portal to support HR Case Management
- No other integrations or data imports are included in the scope of this estimate.

Our proposal accounts for providing a turn-key solution (i.e. completing all the deliverables). However, you can elect to assume some of the configurations once your administrator(s) are trained; thereby reducing the Professional Services costs.

**Key Assumptions** – The following points represent key assumptions used in the preparation of this estimate:

- The preferred deployment is SaaS (hosted by Cherwell).
- The scope of Phase One is outlined in the aforementioned ‘scope definition’ section.
- Avante will perform a majority of the configuration efforts.
- Once the Requirements and Design Session is completed, this estimate may change (increase or decrease.)
- No historical data from existing ticketing solutions to be migrated to Cherwell.
- Documentation (outside the system design documentation Avante will prepare as an outcome of the Requirements Sessions) will be limited to the existing Cherwell published documentation.
- Any additional requirements that arise during the Requirements Sessions that are outside the original scope or exceed the expectations of the scope will either require additional services time via a Change Order, or may be completed by University resources.
- This is a general estimate only based on our experience with other similar clients and is not a firm quote for services.

## Professional Services Cost Table

The purpose of this section is to outline how our Professional Services cost estimate is allocated across the high-level Phase One deliverables. Our Professional Services rate is \$206.25/hour (based on \$1,650.00/day) plus travel and expenses which are subject to the guidelines provided by the University. The daily rate is for a Monday – Friday 8:00 AM – 5:00 PM work day.

**We will begin the engagement with the Requirements Sessions (or Process Workshops if elected) to scope the system design and high-level requirements, with the outcome a Design Document that will drive an “Agile” approach to the system configuration.**

This estimate is divided into specific deliverable areas to give the University an idea of the level of effort Avante expects for each area. Each deliverable area may not meet the exact numbers provided (low or high) however the total estimate will be applicable for the project, and time/effort can be reallocated across each deliverable.

Phase Deliverable	Comment	Time Effort
<b>Requirements and Design</b>		
The requirements and design drives the configuration of your Cherwell deployment.		
Requirements Definition	<p>It will be necessary to identify the functional requirements and system design to support your deployment.</p> <p>The following areas are under scope: described in our Scope Definition above.</p> <p>This time will be divided between on-site requirements gathering and documentation preparation. Documentation will be limited to Design document.</p>	2 days
<b>Configuration</b>		
This section governs the majority of the configuration efforts (minus integrations) for the scope of the engagement.		
Configuration – Service Catalog	<p>As we have no data on the structure, number of items, approval process, cost and billing we are not able to communicate an estimate at this time.</p> <p>As you can see from the Phase I estimate, implementing these processes is not a heavy effort.</p>	TBD
Configuration – HR Case	<p>We provided this estimate based in implementing the existing HR Case mApp Cherwell offers. The time we have allocated is to make changes to their existing workflows.</p> <p>Without scoping your requirements, this is an estimate only.</p>	8 – 12 days



Phase Deliverable	Comment	Time Effort
Configuration – Dashboards and or Reporting	<p>As Avante does not have your specific Dashboard/Reporting requirements Avante has provided an estimate only with restrictions. Note the extensive out-of-box reports offered by Cherwell typically meet most customers' reporting needs. In our experience leveraging dashboards for any custom requirements is more effective.</p> <p>We have allocated to assist with modification of up to three (3) existing and three (3) new Dashboards.</p>	2 – 4 days
<b>Integrations</b> This section is to provide estimates for any third-party applications that will require an integration to Cherwell.		
Integrations to support Service Catalog	We have not identified the integrations you may require to support the Service Catalog process (ie. billing, purchasing etc.) so we have left this a to be scoped	TBD
Integrations to support HR Case	We have not identified the integrations you may require to support the HR Case process so we have left this a to be scoped	TBD
<b>Engagement Management</b> Below Avante has allocated time to successfully support your Cherwell project.		
System Reviews	Time will be spent reviewing our configurations against the design / specification report to confirm: <ul style="list-style-type: none"> <li>• System is delivered to specification</li> <li>• No issues exist</li> </ul>	1 – 2 days
Go-Live Support	Go-Live support includes getting the system ready for production use (i.e. deleting test records, etc.), as well as being available the day of Go-Live.	1 days
Engagement Management and Documentation	The Avante Engagement Manager will manage the project for Avante and will work with your designated Project Manager. *Please see note below.	TBD (we base this on the total estimate for this phase)
<b>Total</b> (plus any applicable travel and expenses)		<b>TBD days</b>  <b>\$TBD</b>
**Estimated Travel and Expenses		<b>TBD</b>

---

## Options for Configuration and Future Phases

As we have highlighted throughout our response, one of the KEY ADVANTAGES of the Cherwell technology is the ease-of-configuration and administration. For most customers, once you are trained and in production you will be fully capable of self-managing your system including your objectives to continue to add processes and capabilities to your deployment (Phase II and beyond).

We would like to communicate that we can offer options for the approach to your engagement, both for the initial Phase as well as Phase II and beyond. We wanted to share these with the University to show the flexibility we can provide with an Avante engagement. Below is a brief overview of different approaches we can offer (which will affect the future costs for any Avante Professional Services should the University elect to engage us for your ITSM project and beyond):

- **Consultative Turnkey Approach** – Avante performs all the work for the initial Phase including: Workshops, Requirements gathering, Configuration, Go-Live support, Training and Knowledge transfer.
- **Hybrid Approach** – Avante provides consulting and performs the Requirements sessions and Definitions document and resources from both Avante and the University perform the Configuration, testing and bring the system into production. We will allocate the configuration efforts to both parties in a structured format. Avante provides Training and Knowledge transfer.
- **Design and Consulting Approach** – Avante provides consulting and performs the Requirements sessions and Definitions document and resources from the University performs the Configuration, testing and brings the system into production. Avante provides Administration training.

As we stated we can tailor any of these approaches and can be very flexible in our deliver to the University. If we are a shortlisted or selected vendor we can work with the University to provide estimates for any future Phases of your deployment.

---

## Post Deployment Administration and Configuration Consulting Package

We also wanted to communicate to the University that once our customers are in production we can offer them a “Post Deployment Administration and Configuration Consulting Pack”.

The intent of this offering is to help support your Administrators to manage and enhance your Cherwell deployment. We find that our customers who elect this offering feel strongly that over time they become better System Administrators and rely less on Avante to manage and enhance their system.

For all customers that elect to self-support their Cherwell system post Go-Live we recommend you purchase a post-production Administration and Configuration Consulting and Assistance Package from Avante. This is a small block of time that allows you to request Avante resources to perform minor consulting or configuration work in a “By Request” method. Requests for support should be submitted in writing with a description of the work. Resources will be assigned based on availability.

The following are some examples of the type of work our staff will provide for this proposal: Design and how to questions, One-step and Dashboard configuration, Basic form changes / updates, and Security Changes.

Please note for any request that is more in line with a Project, we will contact you and advise you that a detailed Statement of Work would be required. Should you wish to proceed, we will create a new SOW for that project with project deliverables and a cost estimate and submit to you for approval. The cost is based on our current Professional Services hourly rate. Our recommended minimum block of time for a support pack is 40 hours. You will be invoiced for the entire amount and have the time available for requested services.

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## **Exhibit “A” Sample Screen Prints/Detailed Overviews**

### **Overview of Administration and Configuration**

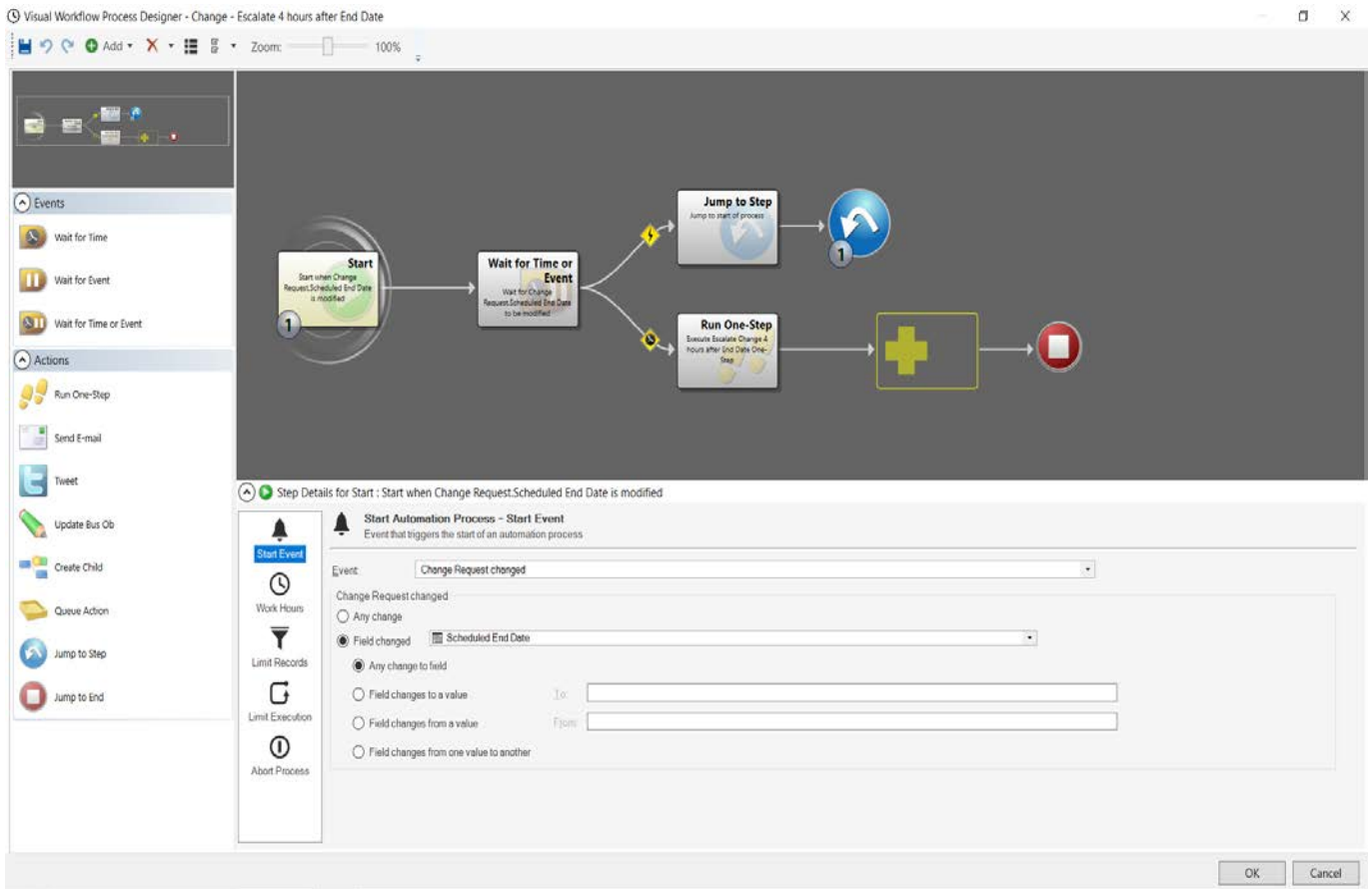
As the ease and power of Cherwell’s Administration capabilities is a major competitive advantage to their offering we have included the following overview for Administration as well as Integration capabilities:

One of Cherwell's key strengths is the ease-of-administration, which is also extremely robust. Not only can you completely configure the existing content and workflow (easily configure the user interface by dynamically adding all types of customizations including: windows, tabs, fields and more), you can also create completely new business objects (applications/modules). While this is very powerful it is also very simple to use (requires no scripting, coding or development effort). Cherwell call's this Codeless Business Application Technology (CBAT). The ability to create entirely new business objects or applications to support additional requirements from different areas of the business is one of the most innovative advantages that adds tremendous value to a Cherwell deployment. Some examples of applications that Avante has worked with our Clients to create include; Reservation Manager Loan Scheduling, Purchase Order System, Customer Service, Facilities, and more.

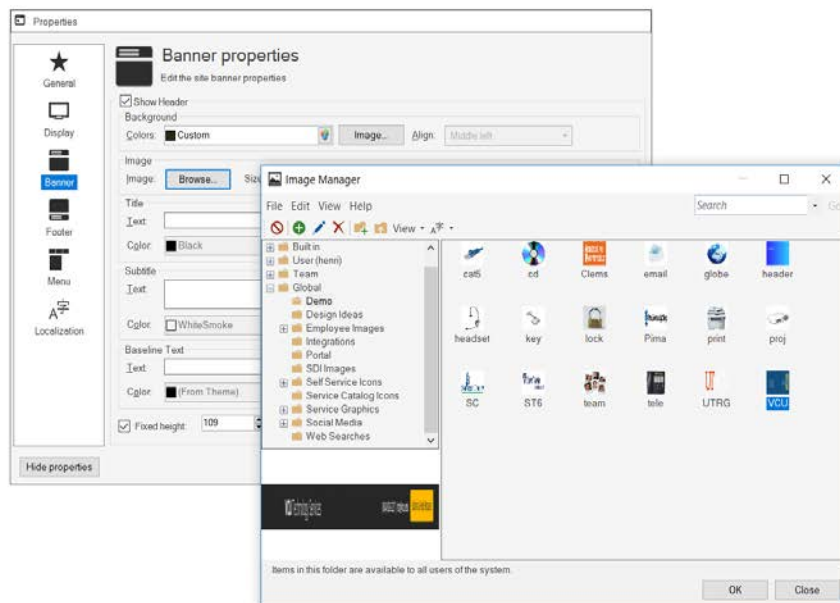
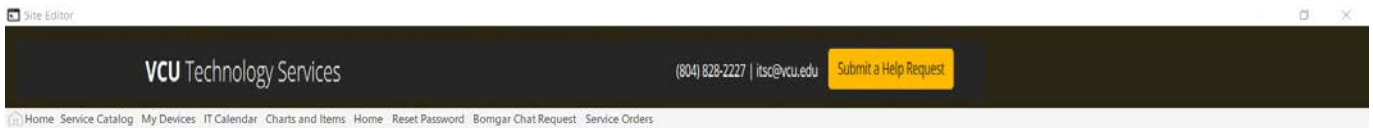
In addition, another advantage of Cherwell is their One-Step capability, which is used to automate workflow and process throughout the system. These are easy to configure and easy to use where process actions can be configured and run providing the ability to execute actions such as: send email, print, copy / clone a record, update and create records and much more. An example of a configured One-Step for use would be for quick calls where a One-Step would be configured to automate the fill in of a service request for a password reset. In this case a standard description would be entered in the request record, the priority set to a value and the resolution information entered. The configuration of One-Steps is considered a powerful user feature where users of the application would be trained as to how to configure One-Steps using the drag and drop interface. The security features of the application allow you to define the context of when a One-Step can be running and who can create, modify and delete specific One-Steps.

The Workflow engine is part of the Cherwell Administrators interface. All workflow is fully configurable and can be fully leveraged via Cherwell’s powerful One-Step actions.

As an example, below is a sample screen of the Visual Workflow Process, the visual workflow process designer is displayed and the user simply drags and drops the process objects onto the desktop



Here's an example adding your logo and colors to one of the End-User portals





## **Overview of One-Steps**

Cherwell has built a simple to configure but powerful workflow creator called One-Steps. They are used to automate repetitive actions such as call templates or 'quick call' where an agent can use a One-Step to log a call with a single click of the mouse.

Every Service Desk has repeated tasks. One-Steps are designed to automate repetitive tasks so they can be initiated by simply pressing a button or selecting a menu item.

One-Steps can do a variety of things. For example, customers often call in to have their password reset. A One-Step could be created that runs a program to reset the password and e-mails it to the customer.

Another example is setting up a new employee. A One-Step could create an Incident and automatically assign tasks to every department that needs to do something for the new employee – setting up computer, internet connectivity, phone, cubicle, business cards, badge, etc. The one Incident would track everything needed for the new employee and be initiated just by running the One-Step.

Another example is a One-Step that notifies a customer that an issue is resolved and includes a survey for feedback on the customer service received.

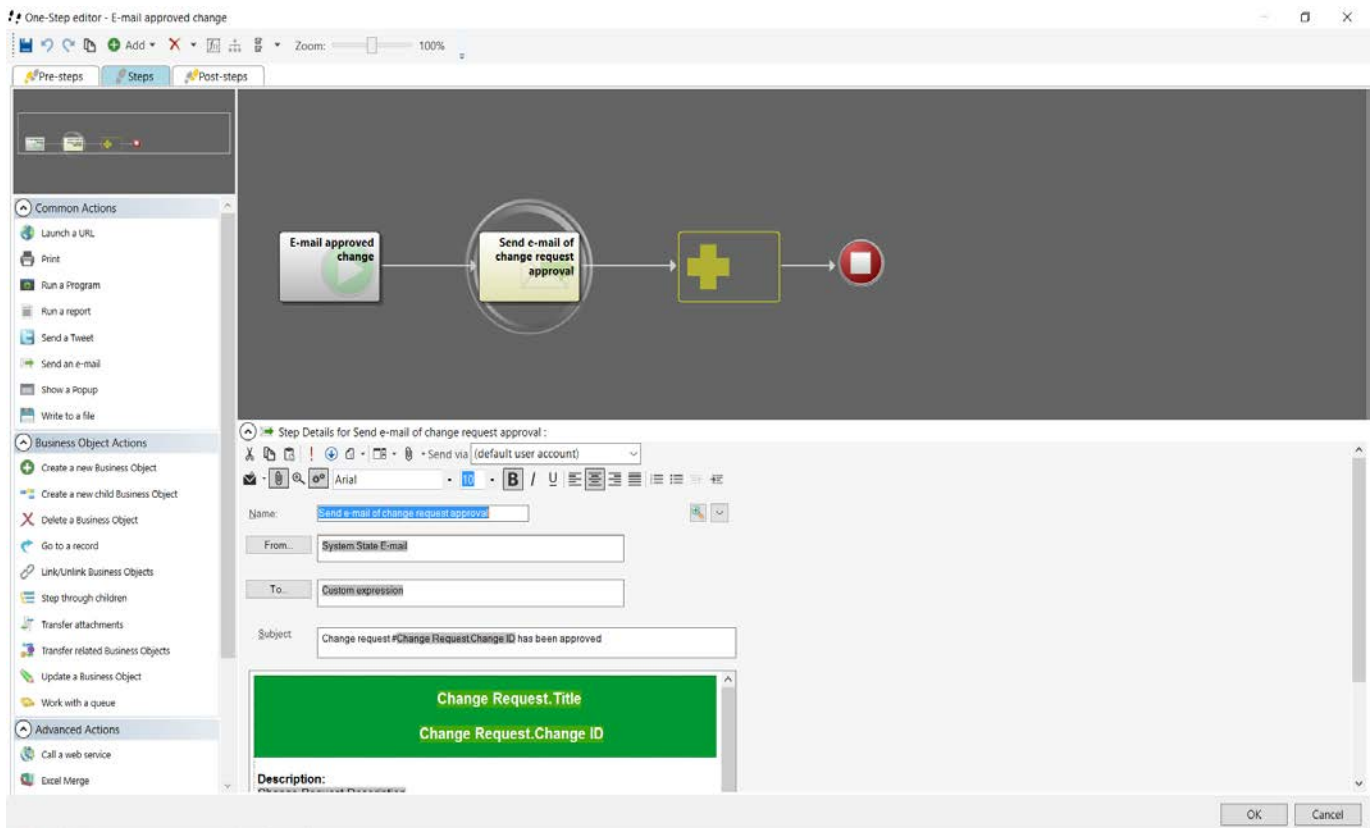
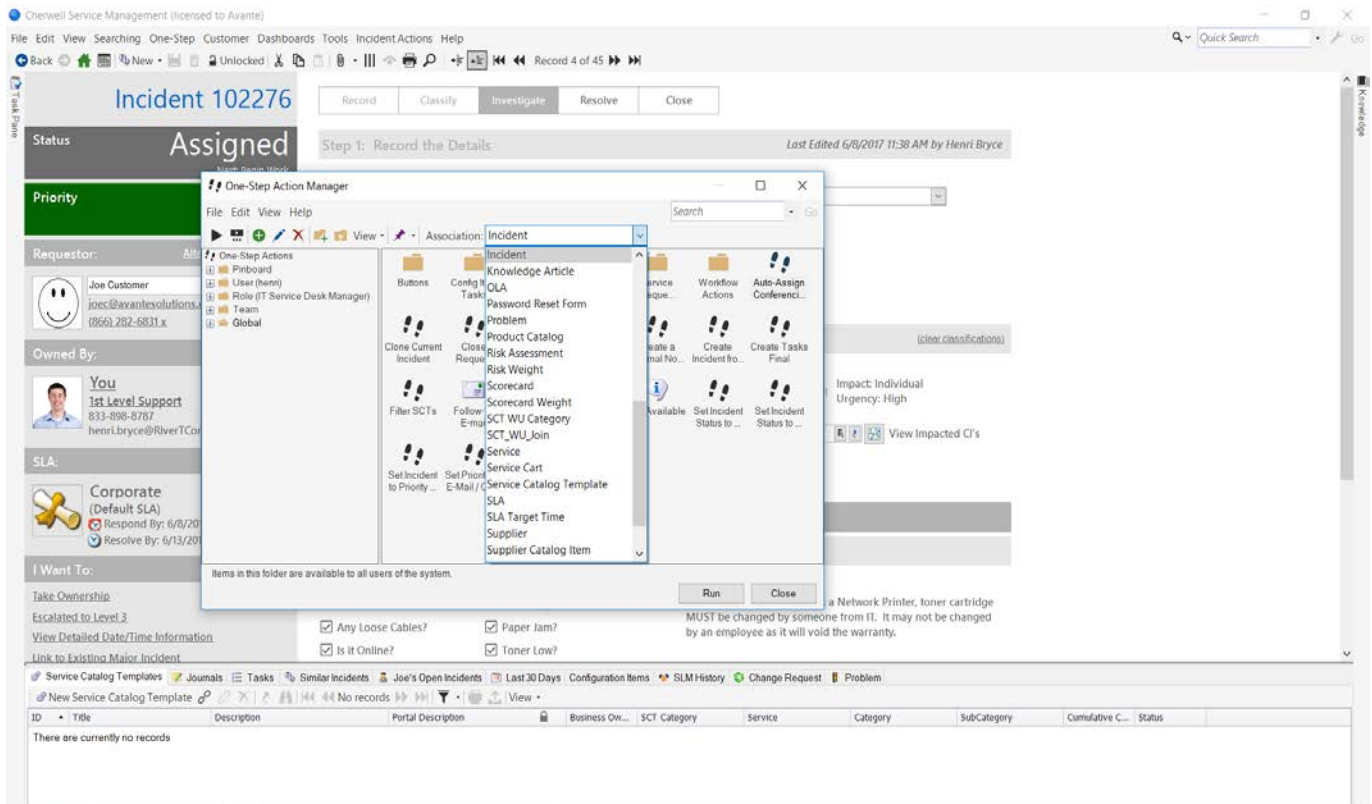
### **One-Steps can do a variety of things, such as:**

- Create or update business objects (Incidents, Customers, Problems, etc.)
- Generate tasks
- Print
- Send e-mails
- Run reports
- Write files
- Run external programs
- Page technicians
- Excel Merge
- Queue Operations (Add, Remove, Check-out, Check-in, etc.)
- Execute Web Services
- Send Tweets

A single One-Step can be generated that does a whole series of these things to eliminate most (if not all) of the steps that a technician would have to do manually.

One-Steps can be run against single records, groups of records or predefined Cherwell Search Groups. After a One-Step is created, it can be run from the manager or from a variety of places within CSM, as well as from a Business Process.

The screen below shows the "One-Step Manger" note you can have an unlimited number of One-Steps and can associate a One-Step with any process in Cherwell.



Once the new workflow is saved and published, the new process or process changes will become active. Any workflow business process can be edited and customized based upon the user's security entitlement using the same interface that is used when creating a new workflow business process.

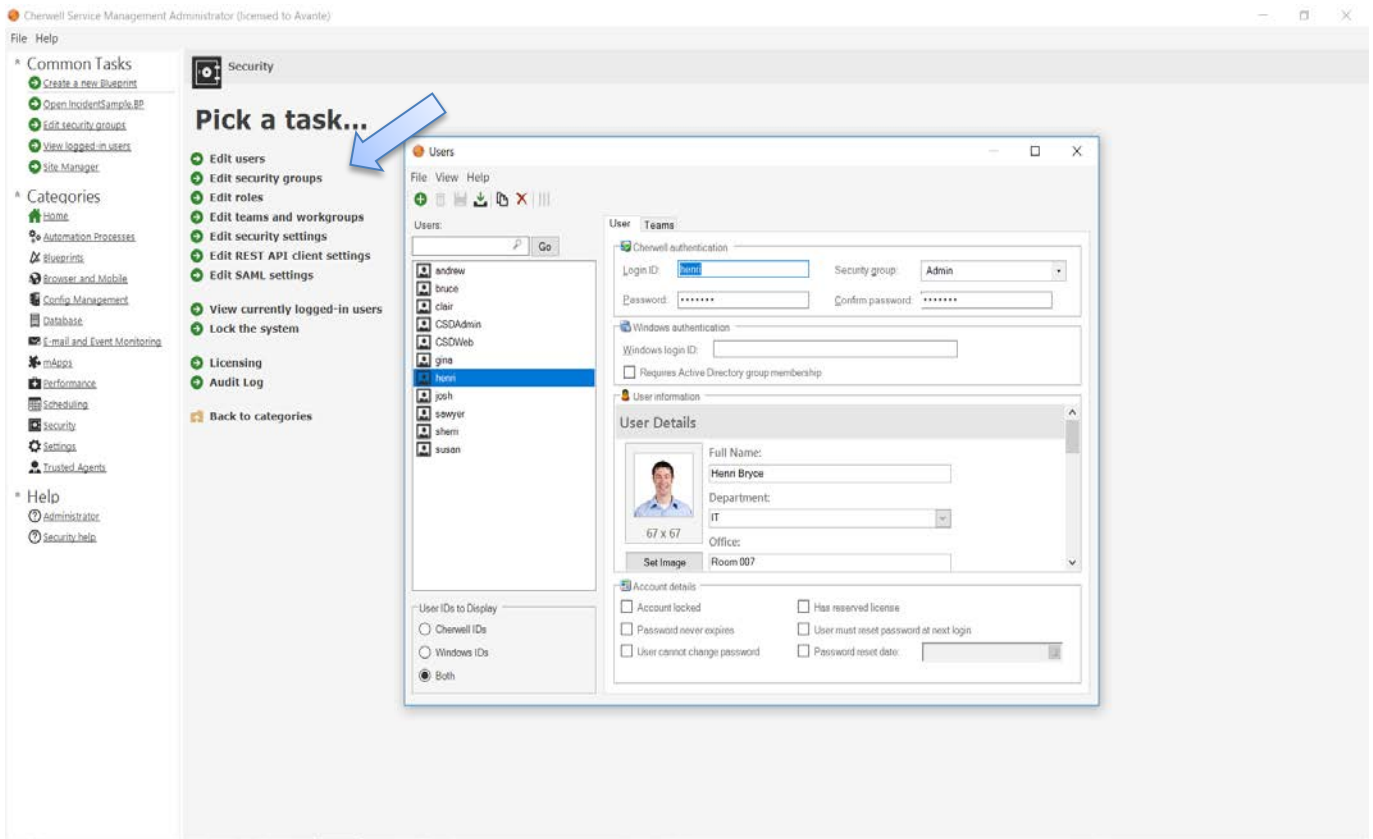
## **Overview of Enterprise Role-Based Security**

Role based access applies to all processes and capabilities of the system. Role based security is configured via the Administrators interface in the Security module. Using the provided tools, administrators can create user groups to control access to modules and features including business object and field level security. By default, the system promotes “least access” security, ensuring that only the minimum access necessary to perform an operation is granted, thus increasing data integrity by limiting access to the proper users only. This allows you to control who has permission to create new, modify existing, and view Incidents (and all record types). Cherwell's security is extremely granular and allows you to control/restrict access (including read, read/write, or no view) down to the field level for users or groups of users, based on their login credentials.

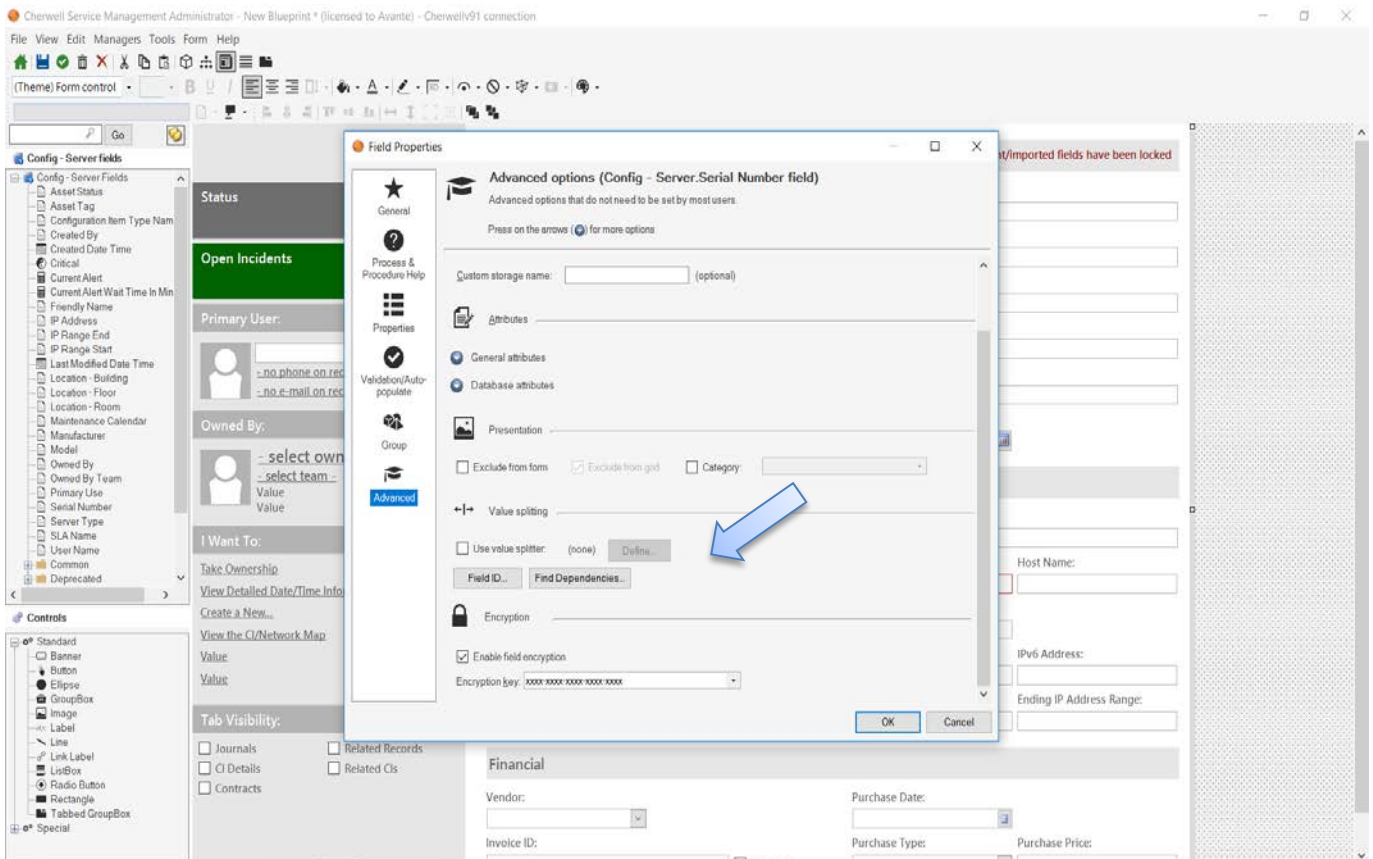
Cherwell also supports Field Level Encryption. An encrypted Field is a Field within Cherwell that can contain encoded data to prevent unauthorized access to sensitive information (ex: Identity information, financial data, etc.). Encrypted Fields can be exposed in Cherwell using Field Controls on a Form. Data entered into “Encrypted Fields” is masked when the decrypt/encrypt button is clicked or when the record is saved (in the Browser Client, tabbing out of an encrypted Field also masks the data). The values are encrypted when the record is saved. In existing records, encrypted Fields appear as read-only masked text boxes. Users with viewing rights can click the decrypt button Decrypt Field Button to view data in encrypted Fields. All encryption/decryption attempts are tracked in Journal-History records (enforced) and Splunk server logs (optional). Entering and viewing data in an encrypted Field requires Business Object rights.

You can designate multiple administrators for the system which is a function of the role-based security. Cherwell provides role-based security as well as different user’s experiences based on the users defined roles, which includes several different user types (Managers, Supervisors, Technicians, End-users, Administrators and more). If permission is granted, IT/Agent users have the rights to make modifications to their interface. In addition, a user can be granted further permission to make administration type changes which can include the following: modify and create Dashboards, modify and create Reports, modify and create One-steps, and more (note any user can be granted some/all/none of these). Cherwell fully supports multi-tenancy and has several clients who utilize this to support different user groups within the same organization. Cherwell offers multi-tenancy data format, including 'siloes' data, to maintain data segmentation between different user groups (i.e. different campuses, departments, etc.).

Below is a sample screen from the main menu for Security (note the main menu under “Pick a Task” on the left and we selected “Edit Users” just as an example



In the screen below we show how field level encryption can be enabled. We are in the “Employee Record” Form template and we are adding a new field for “Social Security Number” are setting the field as encrypted



## **Overview of Multi-Group Support**

Cherwell fully supports multi-group capabilities where multiple groups can leverage the same instance of Cherwell yet have completely different functionality, user experience and data segmentation. For example, the system can be deployed regionally where only certain processes/capabilities apply to one team, and other processes/capabilities apply to another.

For example, Self-Service, Incident, Knowledge and Request deployed at “Service Desk East” and Incident, Problem, Change at the “Service Desk West”. Customer Service, HR and Facilities can all also have segmented applications on the same instance.

Cherwell has several clients who utilize this to support different user groups within the same organization. Cherwell offers multi-group data format, including 'siloes' data, to maintain data segmentation between different user groups (ie. different Departments within an Organization, different Colleges departments within a University, or different Agencies within a State/Local/County Government).

The licensing is not affected and is in fact an ADVANTAGE with Cherwell as they utilize a Concurrent license model. You can elect to have one (1) pool of licenses for all groups to share, as well as reserve a certain number of licenses for a specific group or groups. This provides the ability to maximize the access to the system while minimizes the number of licenses you will require. You only need to purchase licenses to cover the total number of IT active users logged into the system at peak utilization. This comes into significance for applications like Human Resources for example where the ticket number are typically lower than IT thus the HR users are in the system less often. This means HR would utilize a license less often and would need fewer concurrent licenses to support their department. Here is a quick example:

Typical IT team with 100 IT employees will need approximately 30 Cherwell Concurrent licenses (a 3:1 ratio). A typical HR team with 25 employees will need approximately 5 Cherwell Concurrent licenses (a 5:1 ratio).

With Cherwell’s Concurrent model this means you would need 35 licenses to cover 125 employees.

Compare that with a Named license model where for this scenario you would need 125 licenses. When comparing costs of other systems, in this case, the cost comparison would be 35 Cherwell licenses versus 125 licenses of competitor with a Named license model.

For Administration, you can elect to provide credentials and permissions to any group or department to manage their “system”. Each group can have one (1) or more designated Administrators that can have as much or as few permissions as you decide. You can grant them full Administration capabilities or provide some limited capabilities; this all depends on the training and ability for the Administrator for each specific group. You can also elect to maintain central Administration control for your entire organization.



## **Overview of Integration Capabilities**

Cherwell's ease of Administration including the ease of Integrations are one of their key competitive advantages.

For many of the integrations that the University may require we suspect you would leverage an existing mApp. Cherwell has an extensive and growing list of integration mApps that provide a pre-configured integration to a variety of third party applications. Please see the overview of mApps beginning on the next page.

As a leading partner with over one-hundred thirty-five (135) Cherwell engagements Avante has extensive experience with all types of integrations, both via mApp as well as configured integrations.

In addition to the existing mApps Cherwell also offers multiple out of box integration methodologies and embedded connectors – OLEDB, Web Services (SOAP), .Net API, Email, flat file (CSV) and direct SQL – that can be used to integrate with most 3rd party solutions (that can be configured as an mApp). In addition, Cherwell includes a data wizard, enabling you to quickly perform integrations with 3rd party solutions running an OLE DB compliant database, such as Oracle, DB2, SQL, etc. Cherwell can also import data from any CSV file source as a batch or one-off import. Data can also be imported or federated (linked). One-steps, Cherwell unique micro-automation capability, used with our business process manager can be employed to initiate event or threshold activated command line arguments, PowerShell scripts, or web service. Cherwell provides a documented and published API for application to application integration as well as the means for communication such as SOAP, Message Queues, XML, HTTP and TCP. Integration can also be achieved at the data layer level where the ability to connect to externally attached data sources and schedule imports is available. Alternatively, externally connected data sources can be accessed in place without the need for imports. Bi-Directional data updates are also supported. Avante recommends a scoping session with our Professional Services team to fully understand your requirements and make recommendations on your integration options.

## **Overview of Cherwell's mApps (mergeable applications)**

Cherwell's ease of Administration, including the ease of configuration, is one of their key competitive advantages. For many of the applications outside the typical ITSM process of Incident, Request, Problem, Change etc. Cherwell offers mApps that you can install on your system. Some examples include: Facilities, HR and Case Management.

Below is an overview of the mApp capability:

mApps: The Cherwell Mergeable application – One of the most valuable innovations Cherwell has introduced to their system is the mApp. The Cherwell technology is now architected to allow anyone (customers, partners and Cherwell themselves) to configure new functionality for the Cherwell system that can easily be ported (or merged) into another Cherwell deployment. This “functionality” can be something as simple as a Dashboard, to more complex capabilities like integrations (Lync, SolarWinds for example), and entire new applications (Pinnacle Replacement, Applicant Tracking, Facilities Management, Case Management as examples) and more. These new “applications” can then be exported from one system and imported to another.

What does this mean? Just as we have described, an mApp is a “mergeable application”. An mApp is simply a bundled set of configurations created to achieve a desired functionality. You can download (or merge) an mApp into your system and once it's installed it is now just another part of your Cherwell deployment. This means it is fully supported by Cherwell as it's now just another component of your system.

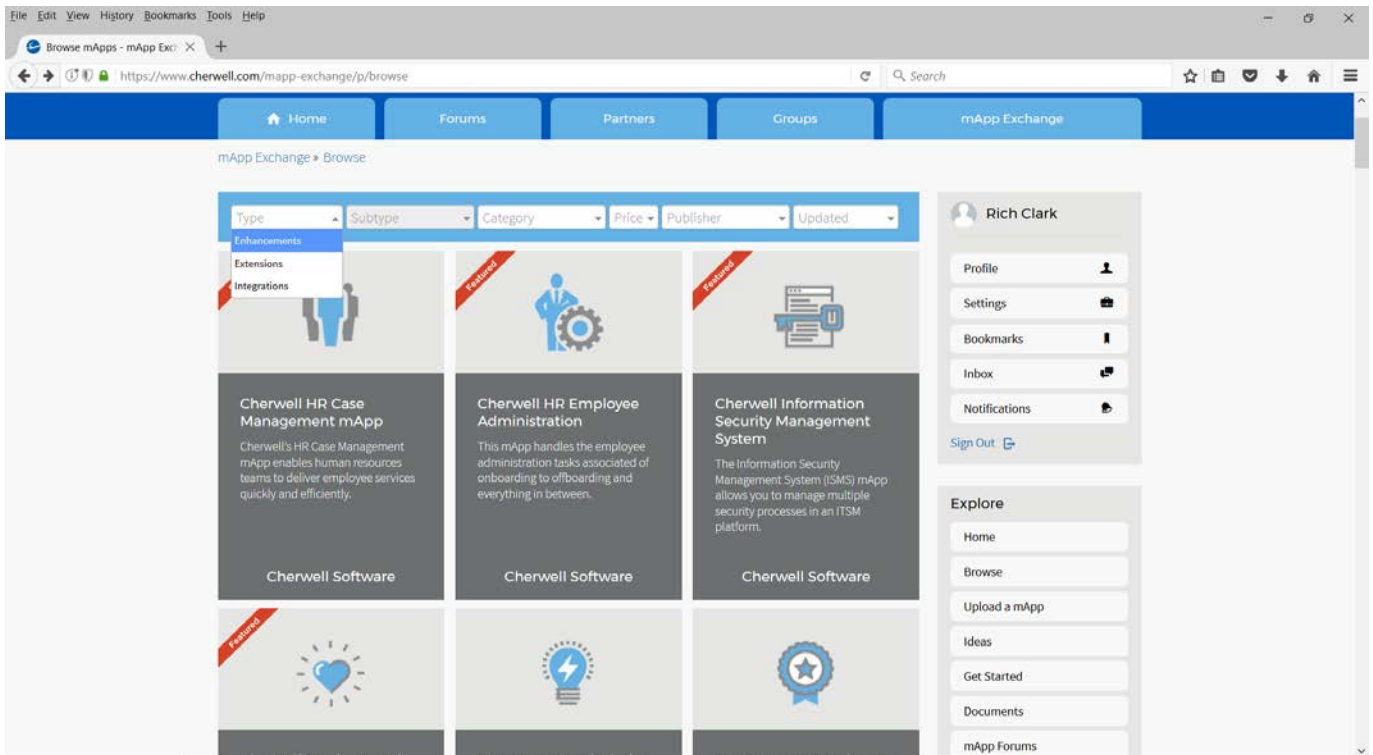
Cherwell provides various levels of integration, and mApps offer the most advanced level of integration—providing system definitions (such as Business Objects/fields, forms, grids, relationships, One-Step™ actions, Search Groups, etc.) that can be transferred between databases so that functionality can be merged. mApps can be built by anyone (Cherwell, customers or partners), and then exchanged in either an open-source or a commercial model. Merging mApps is easy and codeless. This allows you to expand functionality in your Cherwell deployment without complex application development.

Cherwell has several downloadable integrations via the mApp, some examples include: Oracle AM and OIM, InContact, Altiris, BMC ADDM, Avaya, Bomgar, Cisco CM, Casper, Chatter, Footprints, IceTrak, JIRA, Dell Kace, Lansweeper, Lawson, Lync, Nagios, HP NNM and OpenView, PeopleSoft, SAP, SharePoint, MS SCCM SCOM and Dynamics, Snow, SolarWinds, Textlocal, Tripwire, What's Up Gold and more. This list is constantly growing as new integration mApps are created. Cherwell also has out-of-box connectors for LDAP, AD, SAML, Exchange and Outlook.

As a leading partner with over one-hundred thirty-five (135) Cherwell engagements, Avante has extensive experience creating all types of mApps (integrations, new applications, and new functionality).

Please take a moment to review the mApp page to see some of the applications you can download and install on your Cherwell deployment <https://www.cherwell.com/mapp-exchange/>

On the next page, we have included a screen print from the mApp Exchange showing examples of full applications Cherwell offers:



In addition to the mApps Cherwell provides Avante also offers an extensive list of applications to support requirements outside the traditional ITSM.

Here is an example of a Facilities application

## Work Order (1354)

Scheduled

Last Modified by Cherwell Admin

---

Process Actions

- [Complete - Resolved](#)
- [Complete - Unresolved](#)
- [Close](#)

---

Record Actions

- [Email Approval](#)
- [Print Work Order](#)
- [Email Vendor Work Order](#)
- [Email Customer](#)

---

Key Dates

- 🕒 Last Modified 3/29/2017 7:25 AM
- 🕒 OLA Breached in 1 Day(s)
- 🕒 In Status Scheduled for 0 Day(s)

### Work Order Customer

Customer:

Primary Phone:

Email:

### Work Order Management

Parent Type:

Owner Team: [Facilities](#)

Owner: [Cherwell Admin](#)

Created: 3/29/2017 7:24 AM

### Work Order Classification ✔

Instruction:

Service Category:

Sub Category 1:

Sub Category 2:

Sub Category 3:

Sub Category 4:

Closed:

Priority:

OLA Target:

### Vendor Assignment

Vendor:

Technician:

Primary Phone:

Issued Date:

Ack Date:

### Work Order Cost Scheduling

Approved Amt:  Total Cost:

Proposed Amt:  Type:  [Change](#)

Scheduled Date:

Proposed Date:

[Property Manager](#)
[Work Order Parts](#)
[Line Item Costs](#)
[Invoice Summary](#)
[Journals](#)
[Technician Log](#)
[Billing Location](#)
[Contracts](#)
[Record Closure](#)
[Related Work Orders](#)
[Bids](#)
[Facility Assets](#)

Here is an example of an HR Case application

## HR Case 610

In Progress

● Case is Visible

**Process Actions**

[On Hold](#)

[Resolve](#)

**Record Actions**

[Record Note](#)

[Send Email](#)

[Escalate to HRSS Manager](#)

**Ownership**

[Owned by HRSS - HR Advisor](#)

[Assigned to Cherwell Admin](#)

[Take Ownership](#)

**Key Dates**

Created 3/29/2017 7:28 AM

Modified 3/29/2017 7:29 AM

Open for 0 Day(s)

**Caller**

Entry Type:  Internal  External

Caller Name:

Status:

Phone:

Email:

Location:

Call Source:

**Concerning**

Entry Type:  Internal  External

Concerning Name:

Status:

Phone:

Email:

Location:

Relationship:

**Case Details**

Description:

Category:  Priority:

Sub Category:  Target Resolution:

**Case Resolution**

Resolution Code:

Resolution:

[Journals](#)
[Case History](#)
[Reminder](#)
[Case Visibility](#)
[Alt Contact Info](#)
[Linked Cases](#)
[Audit](#)
[Full Profile](#)

Here is an example of a Customer Issue Case Tracking system

Cherwell Service Management (licensed to DFX-Minacs) - Minacs (D02) connection, Minacs02 database

Record 27 of 38

**PROCESS ACTIONS**

[Begin Work](#)

**RECORD ACTIONS**

[Email Technician](#)

[Add Note](#)

**OWNERSHIP**

[Owner Team \(not set\)](#)

[Owner \(not set\)](#)

[Take Ownership](#)

**KEY DATES**

Created 23/03/2016 10:54 AM

Modified 23/03/2016 6:17 PM

Open for 6 Day(s)

CASE ID 10060

CASE(S) BY VIN 0

CAIR(S) BY VIN 0

APPL GRP

CASE STATUS New

**CALLER INFORMATION** [View Training Info](#)

DEALER: 23456 CODE: 70

CALLER: Alex von Schweinitz PHONE: 111-111-1111

CITY: Toronto STATE: Ontario

**CONVERSATION** [Add Agent Note](#)

Cherwell Admin - Fri Mar 25, 2016  
Customer concern...lorem ipsum dolor sit amet, consectetur adipiscing elit. Donec porttitor.

Cherwell Admin - Fri Mar 25, 2016  
Agent question...lorem ipsum dolor sit amet, consectetur adipiscing elit. Donec porttitor.

Cherwell Admin - Fri Mar 25, 2016  
Technician answer...lorem ipsum dolor sit amet, consectetur adipiscing elit. Donec porttitor.

Cherwell Admin - Fri Mar 25, 2016  
Case resolution...lorem ipsum dolor sit amet, consectetur adipiscing elit. Donec porttitor.

**VEHICLE INFORMATION** [Change VIN](#)

VIN: 8EVWJK2PTZ29FLI08 ODOMETER: 123456

[ ENG 5.9L I6 HO Cummins TD Engine ] [ DESC 2005 Dodge Ram St 2500 Quad ] [ TRANS Automatic Transmissions ] [ MDH 02/27/2005 02 ] [ FAM DG ] [ BODY 23 ] [ MY 2005 ] [ EMISS US50 50 STATE EMISSIONS NAS ]

REPAIR ATTEMPTS 0 DAYS IN SHOP 40 VEHICLE OFF ROAD OR TOW IN

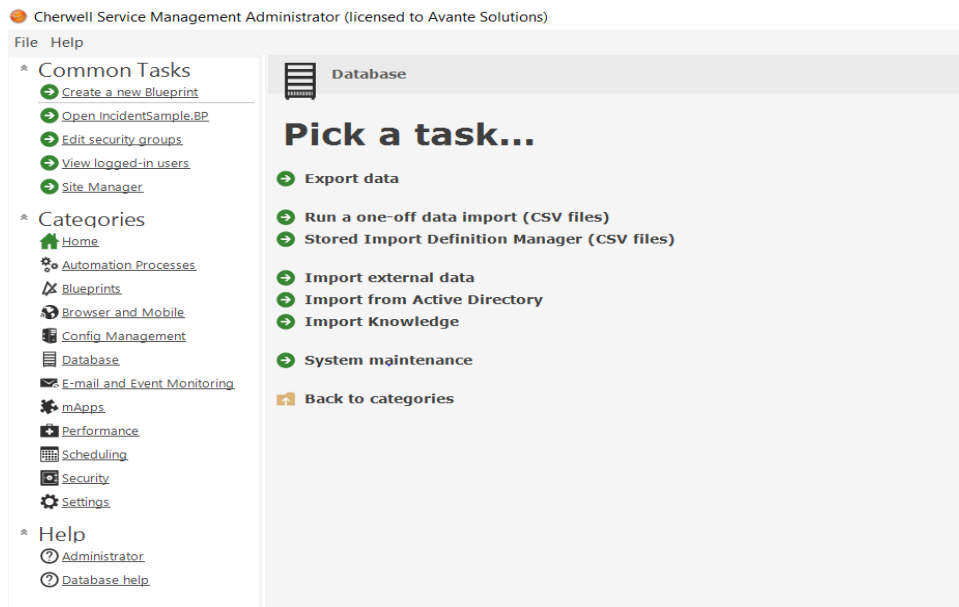
DUPLICATED

COMP GRP \* SYSTEM \* COMPONENT \*

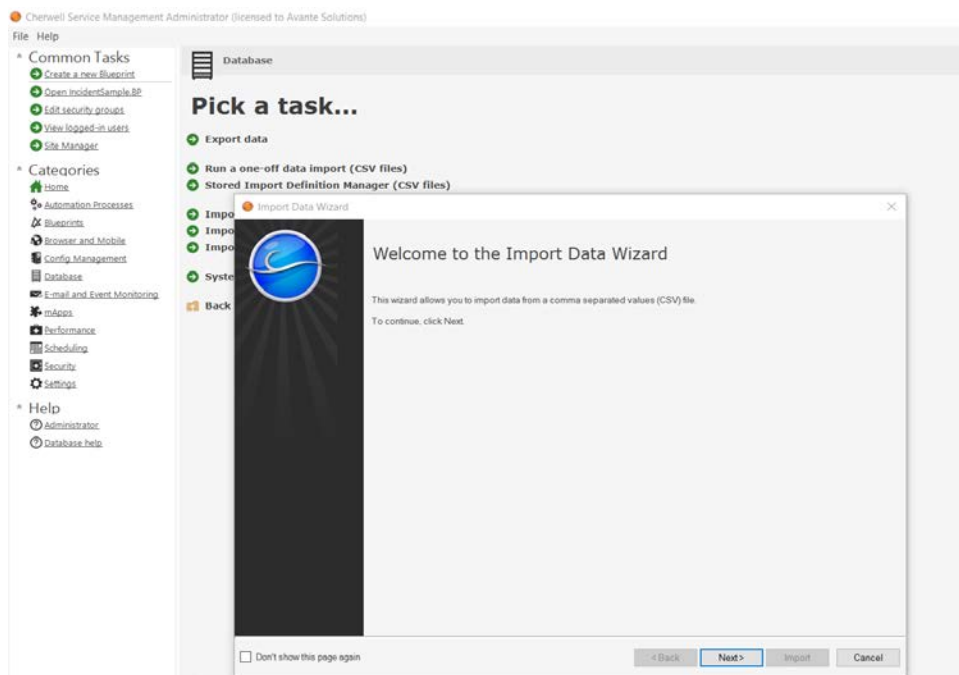
## Summary of Data Import/Export Capabilities

Cherwell fully supports the ability to import and export all data (provided data imports are in a standard file format). The Administrators interface provides a Scheduler that allows you to automate and schedule data imports and exports. Cherwell provides robust integration capabilities that are very easy to configure as well as flexible in how the integration is required. For an integration with a third-party system you can create a one-time data feed to import data, you can create a scheduled data import where the initial import brings in the data then you can schedule regular imports to bring in any new data from the source, or you can create an active database link. Below are some sample screens from the Administrators interface specific to data import:

Data import menu, note the options



We selected the "one-off" import and are presented with the import wizard





Now we can select the data source

The screenshot shows the 'Import Data Wizard' dialog box. The title bar reads 'Import Data Wizard'. The main heading is 'File to Import and Primary Business Object' with the instruction 'Select the import file and the type of business object to create.' Below this, there is a text box for 'File name:' containing the path 'C:\Users\Rich Clark\Documents\Clark\Avante\2016Management\CherwellPipelineReports\JunePipeline\AvantePipelineJune1.csv' and a 'Browse...' button. A dropdown menu for 'Primary business object' is set to 'Config - Computer'. At the bottom, there are buttons for '< Back', 'Next >', 'Import', and 'Cancel'. A help section at the bottom left contains the text: 'Choose the file to import from. Select the primary business object. Data can be imported into this business object and its related business objects. NOTE: Only one of each type of related business object can be created.'

Confirm the correct mapping of fields

The screenshot shows the 'Import Data Wizard' dialog box at the 'Map Import File Columns to Fields' step. The title bar reads 'Import Data Wizard'. The main heading is 'Map Import File Columns to Fields' with the instruction 'Map columns from the import file to fields in business objects.' Below this is a table titled 'How Columns are Mapped to Fields'.

Column in File	Mapped Field
Account Name	(None)
Account Status	(None)
Estimated Close	(None)
Invoiced By	(None)
Lead Source	(None)
License Ext	(None)
License Margin	(None)
MS Ext	(None)
NumUnits	(None)
Opportunity Name	(None)
OwnedBy	Config - Computer.Owned By
Projected Amount	(None)
Services Days	(None)
Services Rate	(None)

Below the table, there is an 'Action to Take' section with two radio buttons: 'Do not import this column' (selected) and 'Import into field:'. The 'Import into field:' dropdown is set to 'Config - Computer\_Link Type'. At the bottom, there are buttons for '< Back', 'Next >', 'Import', and 'Cancel'. A help section at the bottom left contains the text: 'Select how each column in the file will be imported. You can import into the primary business object as well as any related business objects. Columns must have a name in order to be mapped.'

## Set any additional values

Import Data Wizard

### Additional Values to Set in Fields

Select any additional values that should be placed into fields.

Additional values to set in business objects:

Field Name	Expression
------------	------------

Buttons: Add... Edit... Remove

**Help**  
You can choose fields from the business object and give them specific values or use expressions to set a value. For example, you might want to concatenate several fields from the import file and put them into a field.

Navigation: < Back Next > Import Cancel

## Manage Duplicate Values

Import Data Wizard

### Ignore Duplicate Values

Choose key columns that make a unique key used to pinpoint duplicate values.

Ignore duplicate values

Column(s) used to compute unique value for row:



Buttons: Add... Remove Up Down

**Help**  
To avoid importing duplicate data select columns that make up the unique key.

Navigation: < Back Next > Import Cancel

## Decide if any existing data should be deleted

The screenshot shows the 'Delete Existing Data' step of the 'Import Data Wizard'. The window title is 'Import Data Wizard' and the subtitle is 'Delete Existing Data'. Below the subtitle, it says 'Decide if existing data should be deleted.' There are two checkboxes: the first is 'Delete existing data from the Config - Computer business object before import' and the second is 'Do not delete data if import file is empty'. A 'Help' section at the bottom left contains a green question mark icon and the text 'Check the box if you want to delete all the existing records from the Config - Computer table.' At the bottom right, there are four buttons: '< Back', 'Next >', 'Import', and 'Cancel'.

## Test and execute the import

The screenshot shows the 'Summary' step of the 'Import Data Wizard'. The window title is 'Import Data Wizard' and the subtitle is 'Summary'. Below the subtitle, it says 'Options that will be used for import'. There are two checked items: 'File to import:' with the path 'C:\Users\Rich Clark\Documents\Clark\Avante\2016Management\Cherwell\PipelineReports\June\Pipeline\Avante\PipelineJune1.csv' and 'Primary business object:' with the value 'Config - Computer'. At the bottom left, there is a checkbox 'Save this as a stored import' and a 'Test Import' button. At the bottom right, there are four buttons: '< Back', 'Next >', 'Import', and 'Cancel'.

# **Overview of Incident and Service Request Management**

## **Incident Management**

Cherwell includes a PinkVERIFY Incident process as part of the core system. The Incident form can be populated based on automated and manual entries. For example, if an Incident is generated from an email the contact fields will populate and depending on the workflow the data in the body to the description field. If generated from the Self-Service portal the contact data and other files, the user enters on the portal will auto-populate in the Incident record. Cherwell fully supports templates for creating Incidents, one example is a Password Reset where most the fields auto-populate, and then the technician only needs to enter the contact data. Fields can be set as required, so when a technician is completing an Incident form they cannot save until all the required fields are completed. We would like to highlight that Cherwell offers significant out-of-box process AND is fully configurable. The ease of configuration and administration is a key advantage of Cherwell.

The overall goal of Incident management is to restore service to the consumer as quickly as possible to minimize the impact on their job or the customers they are working with. Cherwell includes a PinkVERIFY Incident process as part of the core system.

### **Cherwell Incident Management is configured to:**

- Help the service desk agent quickly triage the issue by pre-populating as much information as possible about the caller including their location, contact information, configuration items that are associated with the caller. There is a graphical representation showing down systems that could be impacting this consumer.
- Determine whether the issue is something already reported. Cherwell immediately does an analysis of similarly logged tickets to show the agent if this is part of a larger issue and presents this as a 'similar tickets' tab or in the 'heads up display' showing issues logged in the last 30 minutes that could match this. If the issue has already been logged, the agent can link the new ticket to the main issue and ensure you are not double counting Incidents.
- Cherwell will prompt the agent to ask the most important questions for this type of call and then will allow the agent to search multiple knowledge sources simultaneously to help drive up customer resolution at first contact percentages.
- If the issue can't be resolved immediately Cherwell facilitates the ticket escalation to the appropriate group, handle the notification, manage the Service Level and ensure the customer gets a response in the time expected.
- Finally, when the appropriate resolution is found, the ticket is resolved, classified appropriately, the customer is notified, a satisfaction survey can be sent and reports are generated to track the experience from both the IT provider and consumer's perspective.

**Roles** – Out of the box Cherwell ships with a Service Desk Manager Role, Service Desk Analyst Role, Escalation Technician Role. Roles allow the toolset to fit with the workflow patterns associated with a specific group of people within the organization. Existing roles can be easily modified and new roles can be easily defined.

**Workflows** – Out of the box the following workflows are included in the pre-built Incident flow:

- Incident has not been touched in x days
- Notify Incident owner of assignment
- Notify Incident team of assignment
- Time Based Resolve by Breached – Incident Changed from Pending
- Time Based Resolve by Breached – Incident Created
- Time Based Resolve by Breached – Incident Reopened

- Time Based Resolve by Warning – Incident Changed from Pending
- Time Based Resolve by Warning – Incident Created
- Time Based Resolve by Warner – Incident Reopened
- Time Based Resolve to Closed process
- Resolved – Calculate SLA fields
- Respond by Breached – Incident Created
- Respond by Warning – Incident Created
- Responded – Calculate SLA fields
- Too many open Incidents

**Relationships** – All Cherwell modules within the platform can be easily related to each other. Out of the box, Incident has relationships with Service Request, Problem Management, Change Management, Release Management, Service Level Management, Consumer (End User) Profile Tables, Knowledge Management and IT Project Management.

### **Service Request Management**

Cherwell’s Request Fulfillment module is Pink Verified and is included as part of the core application. Each practice, although within a single client is managed separately with individual reference numbers but are fully integrated with each other.

Service Request Fulfillment manages the volume of request as efficiently and cost effectively as possible. Many of our customers recognize one of the most effective ways of lowering IT costs is by removing much of the manual overhead involved in fulfilling service requests. Cherwell integrates seamlessly with application deployment applications, password reset technologies and provides an interface where consumers (end-users) can initiate and track the progress of their requests without having to have a human interaction.

**Roles** – Out of the box Cherwell ships with a Service Desk Manager Role, Service Desk Analyst Role, Escalation Technician Role. Roles allow the toolset to fit with the workflow patterns associated with a specific group of people within the organization. Existing roles can be easily modified and new roles can be easily defined.

**Workflows** – Out of the box the following workflows are included in the pre-built Incident flow:

- Request has not been touched in x days
- Notify request owner of assignment
- Notify request team of assignment
- Time Based Fulfilled by Breached – Request Changed from Pending
- Time Based Fulfilled by Breached – Request Created
- Time Based Fulfilled to Closed process
- Resolved – Calculate SLA fields
- Respond by Breached – Request Created
- Respond by Warning – Request Created
- Responded – Calculate SLA fields
- Too many open requests

**Relationships** – All Cherwell modules within the platform can be easily related to each other. Out of the box, Request has relationships with Incident Management, Problem Management, Change Management, Release Management, Service Level Management, Consumer (End User) Profile Tables, Knowledge Management and IT Project Management.



Sample Incident Screen – Amy communicating email issues (note the Similar Incidents tab)

This screenshot shows the Cherwell Incident Management interface for Incident 102310. The incident is assigned to the user and has a priority of 3. The requestor is Amy Anthes, who reports: "I can't get email. I keep getting a send/receive error." The incident is classified under "E-Mail / Calendaring" with a priority of 3 and a major incident flag. A blue arrow points to the "Similar Incidents" tab in the navigation bar. Below the incident details, a table lists records, with one record for Incident 102308 linked to this incident.

Type	Owned By Team	ID	Customer Name	Created Date Time	Status	Description	SLA Resolve By De...	Service Order Number
Incident	1st Level Support	102308	Henri Bryce	5/14/2018 4:29 PM	New	I can't get email	5/14/2018 7:28 PM	

In this example Amy is communicating a printing issue, note the Printer CI record is linked to this Incident

This screenshot shows the Cherwell Incident Management interface for Incident 102311. The incident is assigned to the user and has a priority of 3. The requestor is Amy Anthes, who reports: "I can't access the printer in the Contracts area." The incident is classified under "Printing" with a priority of 3 and a major incident flag. A blue arrow points to the "Printer" Primary CI field. Another blue arrow points to the "Printer" Primary CI field in the "Step 2: Classify" section. Below the incident details, a table lists records, with one record for Asset 4149 linked to this incident.

Asset ...	Personally...	Primary User Full Name	Phone Nu...	Model	Own...
4149		Jose Escobar		LaserJet 3600	

Sample Service Request – Amy submitted a “New hire” Request set-up – note the supporting tasks we auto-generated as part of the configured workflow

The screenshot displays the Cherwell Service Management interface. At the top, the user is logged in as Henri Bryce. The main content area shows a service request titled "New Employee Setup -- (Submitted by Amy Anthes via Portal)". The request is assigned to the user and has a priority of 3. The description includes "New Employee Setup -- (Submitted by Amy Anthes via Portal)".

Below the request details, there is a table of tasks generated by the workflow:

Task ID	Title	Owned By	Status	Description
10268	New Employee		New	New Employee:
10269	Create AD Account		New	Create AD Account for:

A blue arrow points to the "New Employee" task in the table. On the right side of the interface, a task card for "Task 10275" is visible, with a status of "New" and a title of "Install Phone".

## Overview of Service Catalog

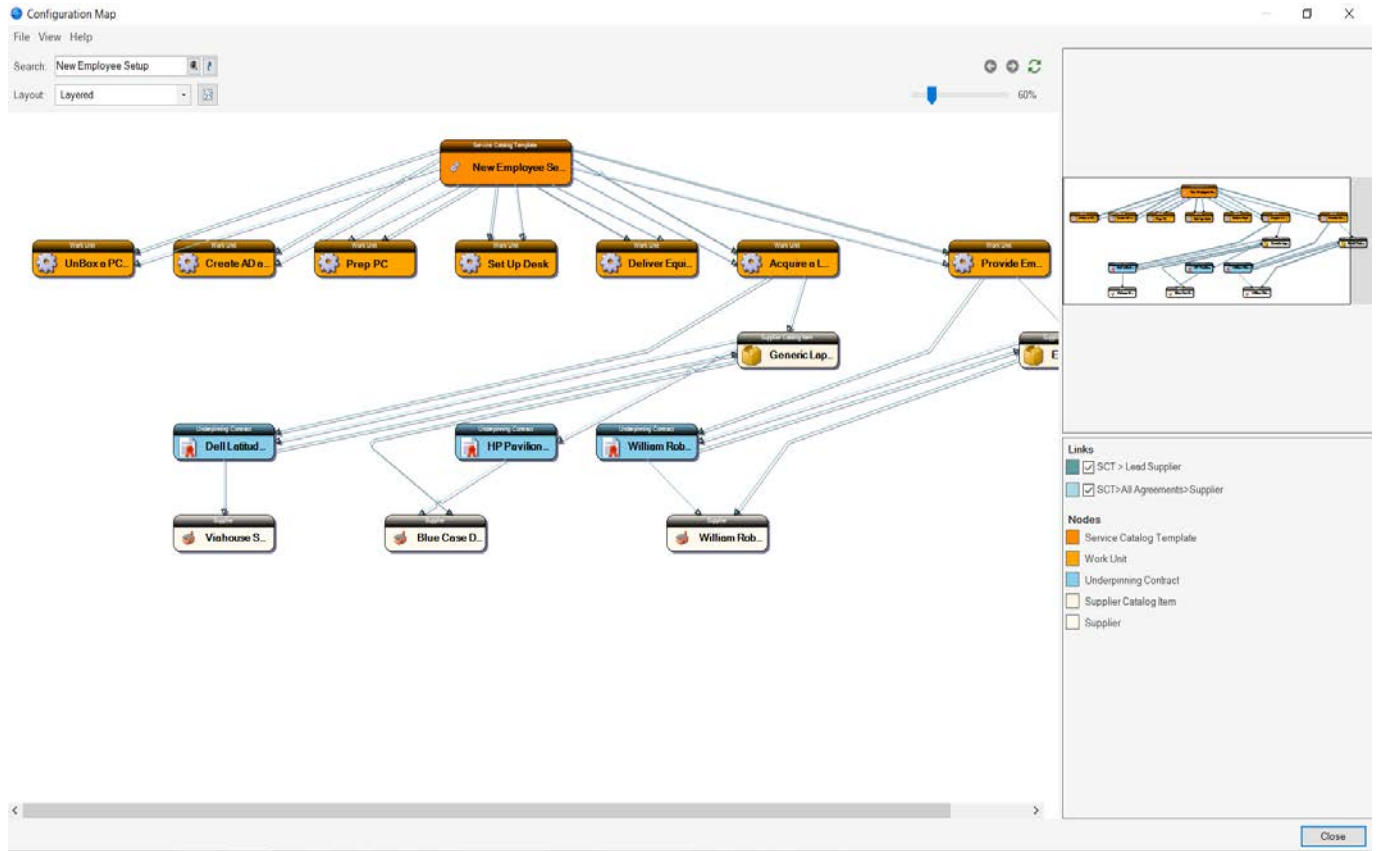
Cherwell provides a Pink Verified ITIL Service Catalog with the core system. With the Cherwell Service Catalog, you can provide an actionable, easy-to-use service catalog that presents end users with only those specific services to which they are entitled. You can even provide associated costs, estimate delivery times, and use the Cherwell Service Management Product Catalog or a third-party catalog to enable charge-backs.

A Service Catalog Template is a deliverable that is comprised of related Work Units and available to Customers from the Service Catalog in the Customer Portal. When a Service Catalog Template is selected, a Service Request is created and the associated Work Units transform into Tasks, which are required to close the Service Request. This allows you to easily manage the Tasks required to fulfill common Service Requests.

Below is an example of a “New Employee Setup” Service Catalog record

The screenshot displays the Cherwell Service Management interface in a browser window. The page title is "Service Catalog Template 39". The status is "Active" with a "Next: Retired" link. The cumulative cost is "\$1,199.11". The business owner is Amy Lynch, and the IT process owner is Sherri Williams. The record is titled "New Employee Setup" and has a description of "Create all necessary items for a new employee setup". The classification includes "Employee Support" as the service, "Add/Change" as the category, and "New Employee Setup" as the subcategory. The service catalog template category is "HR Process". The work unit functions include "Add a Work Unit", "Delete a Work Unit", "Reorder the Work Units", "Update Completion Times", "Add a Dependency", "Remove a Dependency", "Add a Note to Work Unit", and "Remove a Note from Work Unit Task". The interface also shows a navigation menu, a search bar, and a footer with "Records 1 - 7 of 7" and "Page 1 of 1".

In the screen below is a Graphical view of the “New Employee Setup” catalog item



## Overview of Problem Management

Cherwell provides full Problem Management capabilities including configurable templates that are based on Pink Verification. When a Problem record has been successfully diagnosed, and has workaround or solution details, it will be flagged as a Known Error and can be published into the Knowledgebase. All flagged Known Errors can be searched and managed within the Knowledgebase. Known Errors and Problems are further displayed and managed within the Problem Management dashboard. A Problem will be considered still active when no successful diagnosis has been defined. Below is more detail on the out-of-box process.

**Contributors** – A Problem typically involves the following contributors:

- **Creator:** User who first logs the Problem. This is typically a member of the Problem Management Team.
- **Owner:** User who manages the Problem. This is typically an IT manager who is a member of the Problem Management Team.

**Lifecycle** – The Problem workflow is divided into the following lifecycle phases:

1. **Classify:** Creator logs a new Problem. Then, the creator identifies and classifies the Problem (Description, Service, Category, and Priority). The creator updates Customers via Twitter and links related Incidents to the record.
2. **Investigate:** Ownership is assigned. The owner begins work, investigates and analyzes the Problem, and then records a diagnosis. The owner updates Customers by publishing the Problem to the Portal, and then links Configuration Items (CIs).
3. **Known Error:** Owner develops and records the workaround. Then, the owner can update Users (by submitting a Knowledge Article to Knowledge Base) and Customers (by publishing a known error to Customer Portal, post to Twitter, or send e-mail).
4. **Resolve:** Owner records resolution details and cause code. Then, the owner can escalate the Problem and/or log a Change Request required to solve the Problem (if necessary). The owner then resolves attached Incidents before resolving the Problem.
5. **Closed:** Owner closes the Problem.

**Statuses** – A Problem progressing through the workflow encounters the following statuses:

1. **New:** Problem is being logged, identified, and classified.
2. **Assigned:** Problem has been assigned to an owner.
3. **Work in Progress:** Problem is being diagnosed, investigated, and analyzed.
4. **Pending Change:** Problem process is on hold until a Change Request is implemented.
5. **Resolved:** Problem is resolved.
6. **Closed:** Problem is closed.

Note: Problem statuses do not align with Problem phases.

**Relationships** – All Cherwell modules within the platform can be easily related to each other. Out of the box, Incident has relationships with Service Request, Problem Management, Change Management, Release Management, Service Level Management, Consumer (End User) Profile Tables, Knowledge Management and IT Project Management.

Below is a sample out-of-box Problem screen with a standard template

The screenshot displays the Cherwell Service Management web application. The browser window title is 'Cherwell Browser Client' and the address bar shows 'localhost/CherwellClient/Access#8'. The user is logged in as 'Henri Bryce'. The main content area shows a problem record for 'Problem 10219' with a status of 'Pending Change'. The problem is owned by Henri Bryce, a 3rd Level Support agent. The problem description is 'Can't access the X drive' and 'Users are reporting they cannot access the X drive'. The problem is categorized under 'Account Management' and 'Network Access' with a priority of 1. The interface includes a navigation menu, a search bar, and a sidebar with various actions like 'Take Ownership', 'Publish to Top Issues List in Portal', and 'Send E-Mail Update to Customer'. The main content area is divided into four steps: Step 1: Identify and Classify, Step 2: Investigation and Analysis, Step 3: Workaround and Known Error, and Step 4: Root Cause and Resolution.

**Problem 10219**  
Status: Pending Change  
Priority: 1  
Linked Incidents: 0  
Owned By: Henri Bryce  
3rd Level Support  
833-896-8787  
henri.bryce@RiverTCorp.com

**Step 1: Identify and Classify**  
Last Edited 8/29/2017 4:21 PM by Henri Bryce

Short Description: Can't access the X drive  
Detailed Description: Users are reporting they cannot access the X drive

Service: Account Management  
Category: Network Access  
Priority: 1

**Step 2: Investigation and Analysis**

Diagnosis: No one has access to the X drive which has all of the companies main files  
Affected CI: File Server

**Step 3: Workaround and Known Error**

Workaround: Use the attached workaround

Submit Workaround to Knowledge Base  
Publish Known Error in Portal  
Tweet Known Error

**Step 4: Root Cause and Resolution**

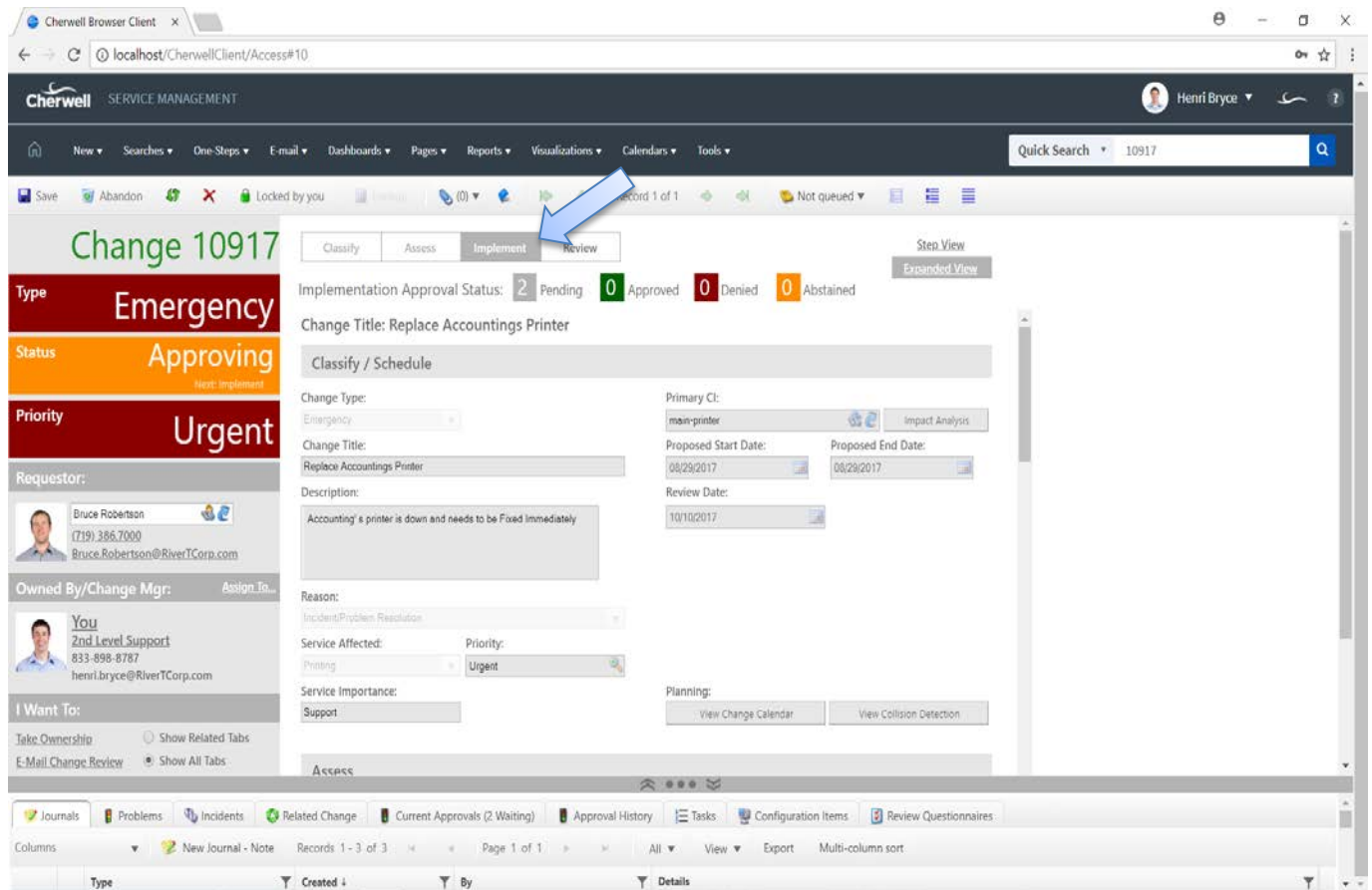
Resolution:   
Cause Code:



## Overview of Change Management

Cherwell has an out-of-box Change process that does include record types (standard, emergency, etc.), workflow, basic approvals, etc. As we have described all the process and workflow is fully configurable. We have provided some sample screen prints below as examples of the Change process and capabilities. Cherwell has a basic overview of their Change capabilities: Change Management – ITIL-based visual workflows guide you through each core activity of Change Management. Know in advance how changes can impact your Assets and eliminate conflicts, both up- and down-stream, with the Visualization Manager. Effortlessly conduct post-change analysis to understand how Changes impacted timelines, expenses, or goals with Cherwell’s post-implementation questionnaire.

The screen below is a sample out-of-box Change screen with a standard template





## Overview of Approvals

The way Cherwell allows approvals is a major advantage in terms of licensing versus other ITSM systems. With Cherwell, you can use emails and the Self-Service portal to manage most approvals. This means you do not need to consume a license for most, if not all, of your approvals. When an approval is triggered the approver will receive an email with the information they need to “make a decision”, and if they agree, can mark approved and send the email back. The system then consumes the email and updates the pertinent record (for example the Change or Request record).

These email approvals can be sent to any approver, both internal employees and external contacts (vendors, suppliers, partners etc.).

The same premise applies to the portal where the approver can submit an approval via the Self-Service portal (reminder no license needed for the Self-Service portal) and the record will be updated. With other systems, every time an approval is required, the approver will need to access the system to take action, thus consuming a license.

Cherwell provides full automated approvals and workflow that is fully configurable to meet your rules. All approvals, can be sequential or parallel. Approvals can be set up manually or can be fully automated. For automated approvals, these are configured via the Administrators interface. Once the approval workflow has been configured the Business Process engine monitors for triggers and auto-generates notifications with the approval information to the appropriate user. There are virtually no limitations on how you can structure and configure approvals.

Cherwell fully supports role based approval, retracting, rescheduling, cancelling, postponing and other actions. When an approval is accepted, the record is updated, and once all the approvals are in, a notification will be sent to the Change Record owner and the Change will move toward the next gate.

In the event an approval is marked rejected, the Change Record owner will receive a notification and action can be taken to remedy the issue. If ultimately the Change is rejected as not approved it will be closed due to no approval.

In the screen below is a Change record with approvals as example.

The screenshot displays the Cherwell Service Management interface for Change 10914. The change is titled "Replace Break Room Printer" and is currently in an "Approving" status with a "Normal" type and "Low" priority. The requestor is Andrew Simms, and the change manager is Bruce Robertson. The "Implementation Approval Status" shows 4 Pending, 0 Approved, 0 Denied, and 0 Abstained. The change description states: "People are reporting that the Break Room Printer is Printing Spotty".

ID	Status	Deadline	Approver	Details	Approver Comment
11060	Waiting		Gina Mehra	Implementation Approval People are re...	
11061	Waiting		Bruce Robertson	Implementation Approval People are re...	
11062	Waiting		Claire Wu	Implementation Approval People are re...	

Here is a sample email approval

**From:** service.desk@rivertcorp.com [mailto:service.desk@rivertcorp.com]  
**Sent:** November 10, 2014 12:05 PM  
**To:** gina.mehra@RiverTCorp.com  
**Subject:** Change Request 10707 requires your approval



Dear Gina Mehra,

An approval request has been made:

- Implementation Approval  
what am i logging ...

Change Title: testing

Change Description: what am i logging ...

Requested by: Henri Bryce

[Click Here to Approve](#)

[Click Here to Deny](#)

[Click Here to Abstain](#)

[service.desk@rivertcorp.com](mailto:service.desk@rivertcorp.com)

In the screen below is an example where we are creating a new Change approval in the system.

The screenshot shows the 'Automation Processes' configuration window in the Cherwell Service Management Administrator. The window is titled 'Simple Action/Event Automation Process' and contains the following fields and options:

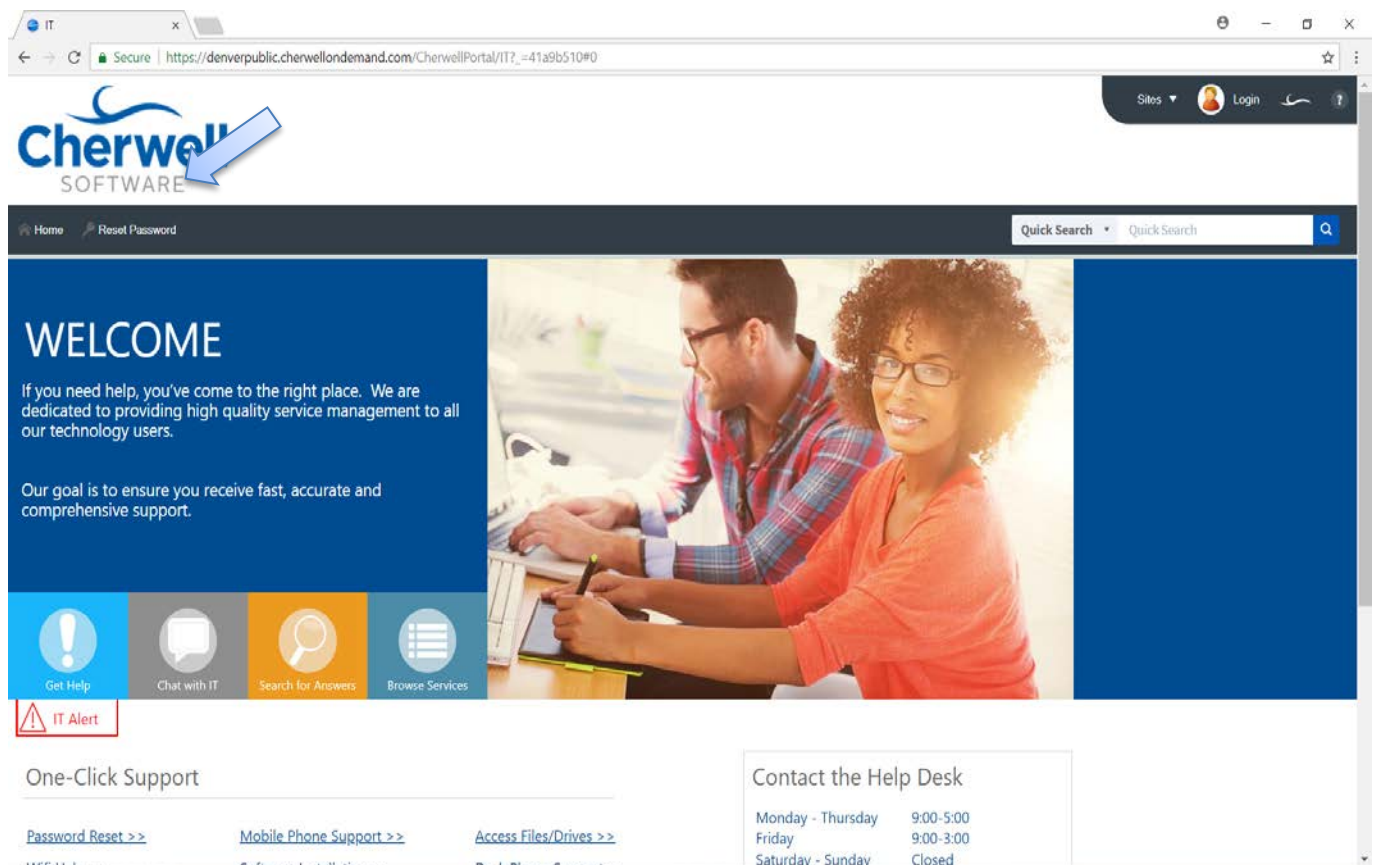
- Name:** Change - EMail Approval
- Description:** Approvals send by email when Change Approvals required.
- Business object:** Approval (with a dropdown arrow and a checked 'Show all' box)
- Execution priority:** Normal (with a dropdown arrow)
- Event:** Approval created (with a dropdown arrow)
- Action:** One-Step: Email Change Request Approval (with a dropdown arrow and an 'Action' button)
- Execute Action:** (with an empty text box and an 'Action' button)

The background shows the 'Automation Processes' interface with a 'Pick a task...' dialog box open, listing various automation processes. The 'Change - EMail Approval' process is highlighted in the list.

## Overview of Self-Service

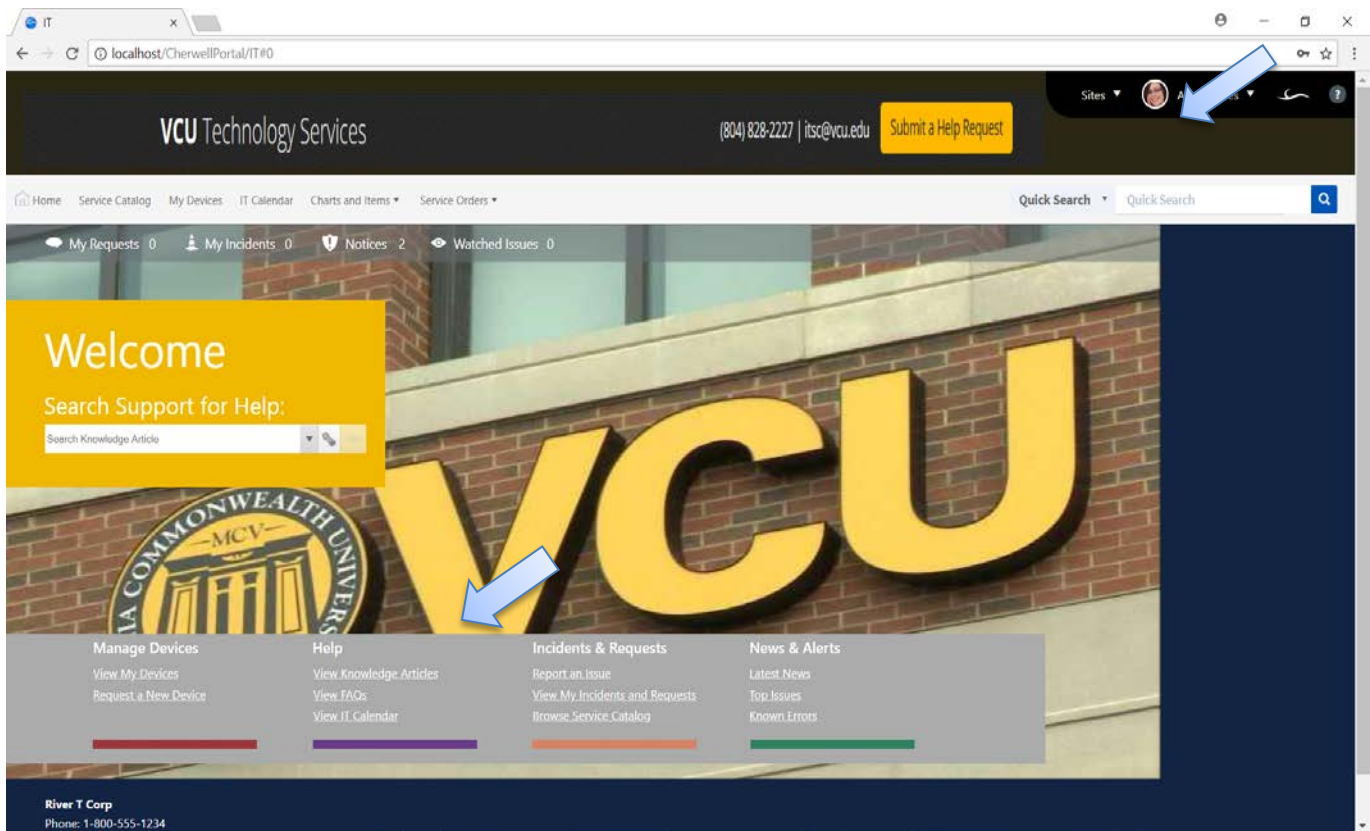
Cherwell provides a robust Self-Service portal that includes the ability to log, view, update, edit, and review records including Incidents and Requests, as well as access the Knowledgebase. As with all of Cherwell the Self-Service portal is fully configurable and role-based security is applicable. Cherwell is Pink Verified for Service Catalog and Portfolio. The Self-Service portal provides an out-of-box Catalog format that can be configured and modified to meet your list of available services. Also, based on the user's role, they may be presented a different set of available services/catalog. Below we have some sample screen prints, the first set are out-of-box, then we have a few examples of configured portals.

Here is the home page (for a user that is not logged into the network) note they still can see some information and can also have some capabilities, including a Password reset.



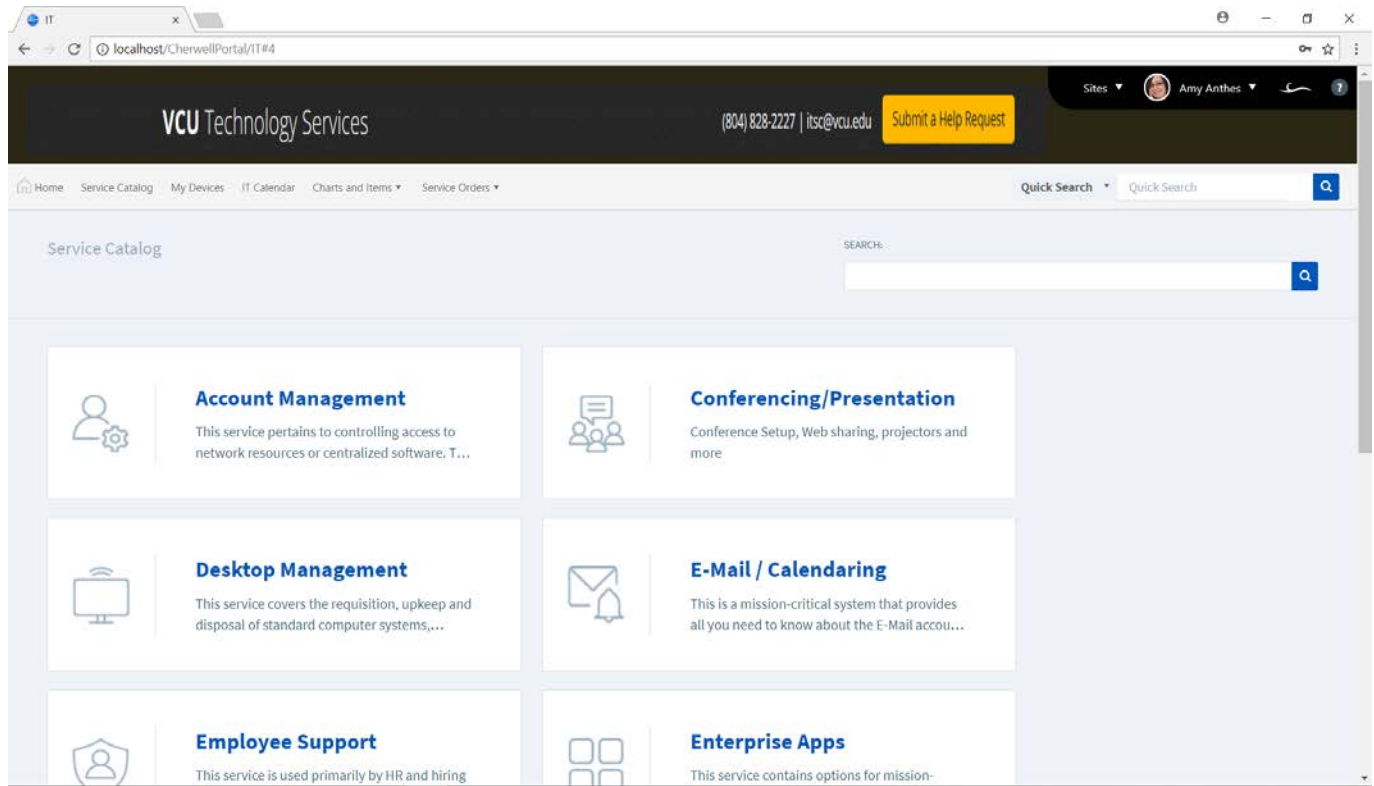


In this screen Amy is accessing the home page of the Self-Service portal. From here he can submit issues and requests, check and update existing issues and requests, view and take actions with the Service Catalog, access the Knowledgebase, view alerts and much more. With SSO enabled Amy would not need to log into the portal once he is logged on the corporate network.

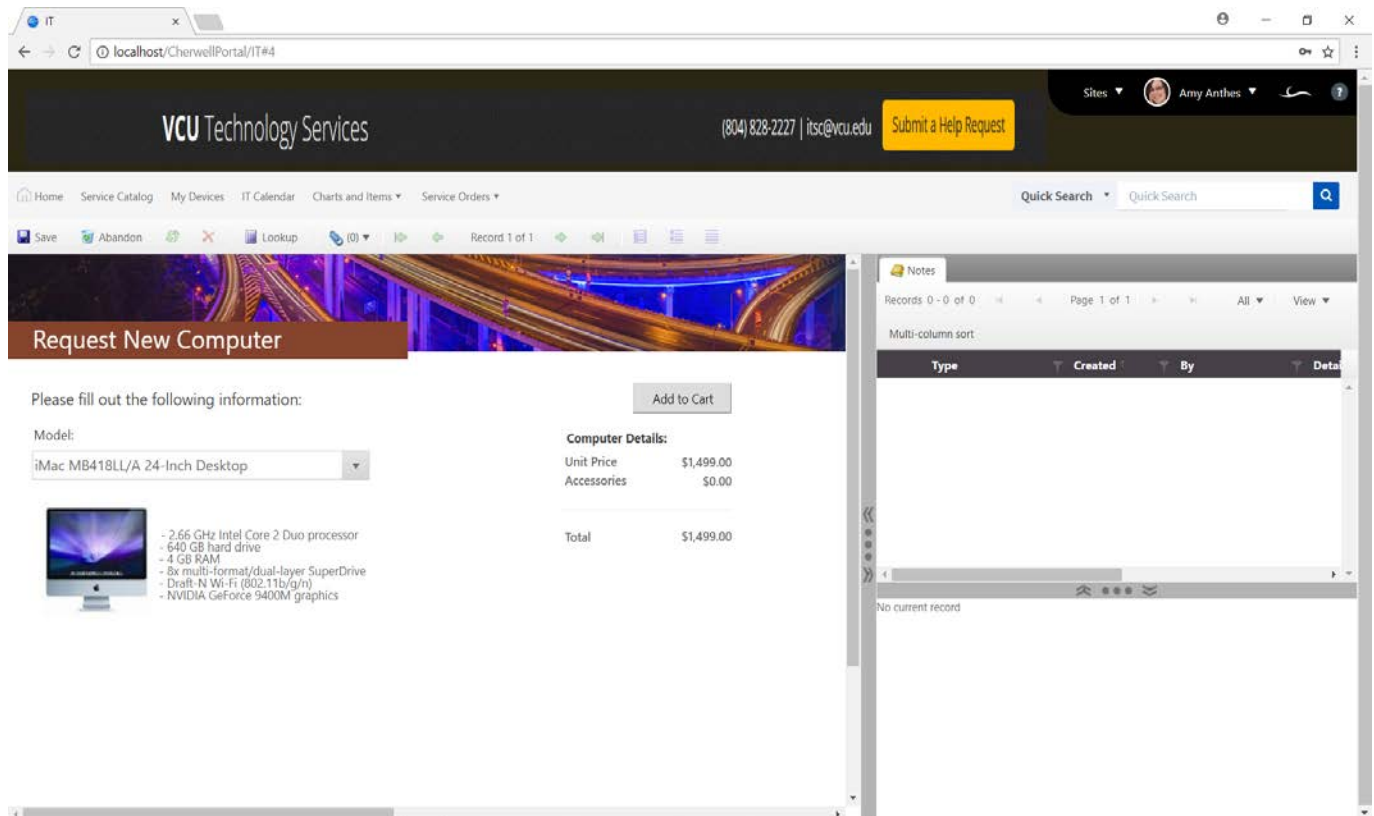




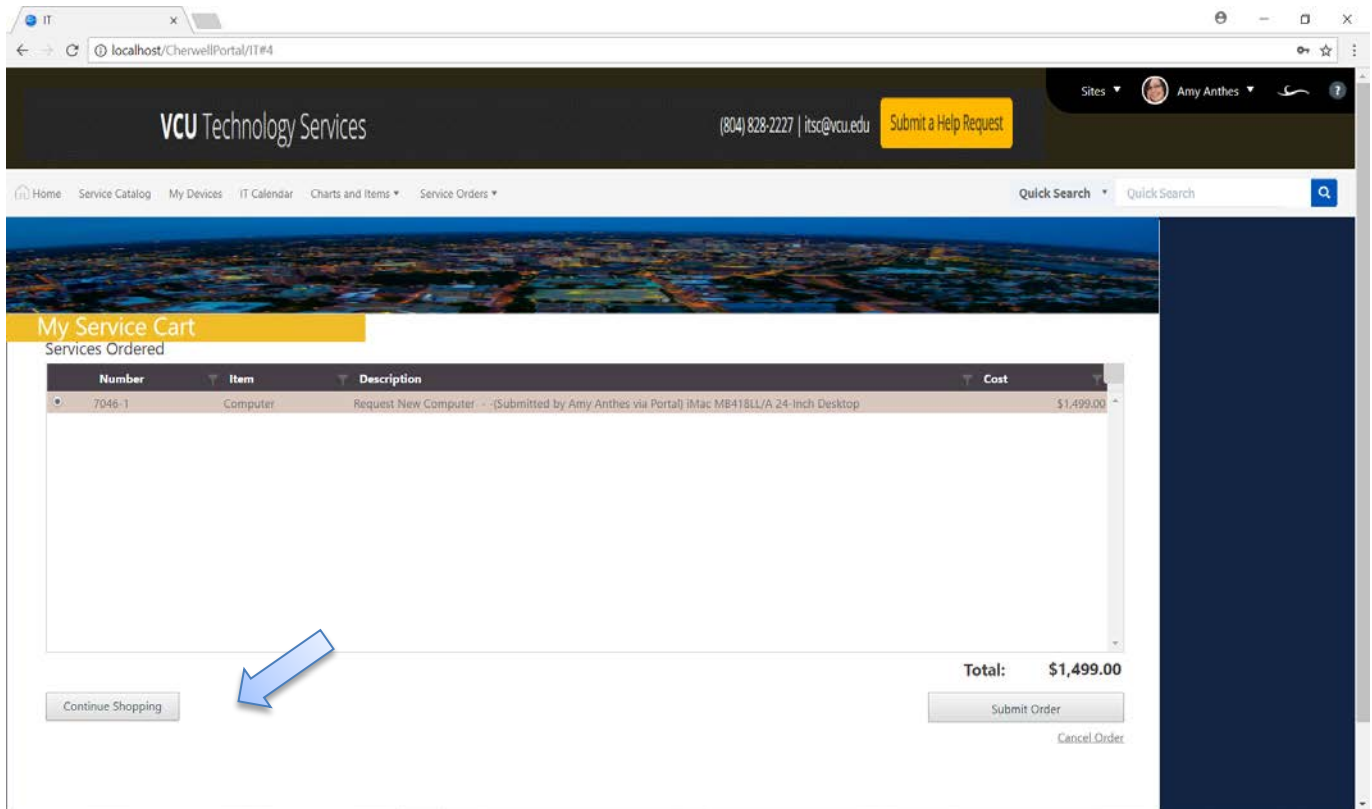
Amy is browsing the Service Catalog – note this is an out-of-box example of a Service Catalog



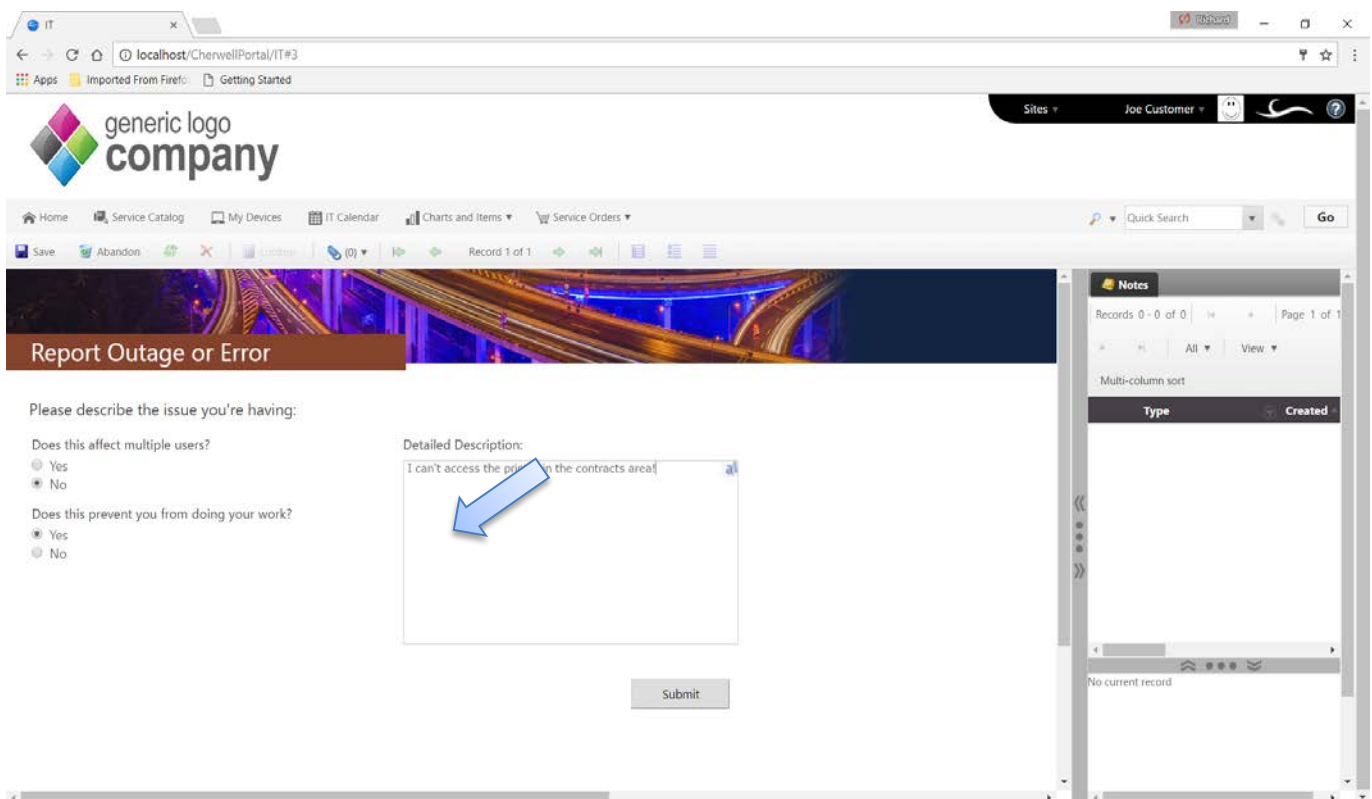
Amy is submitting a Request for a new computer



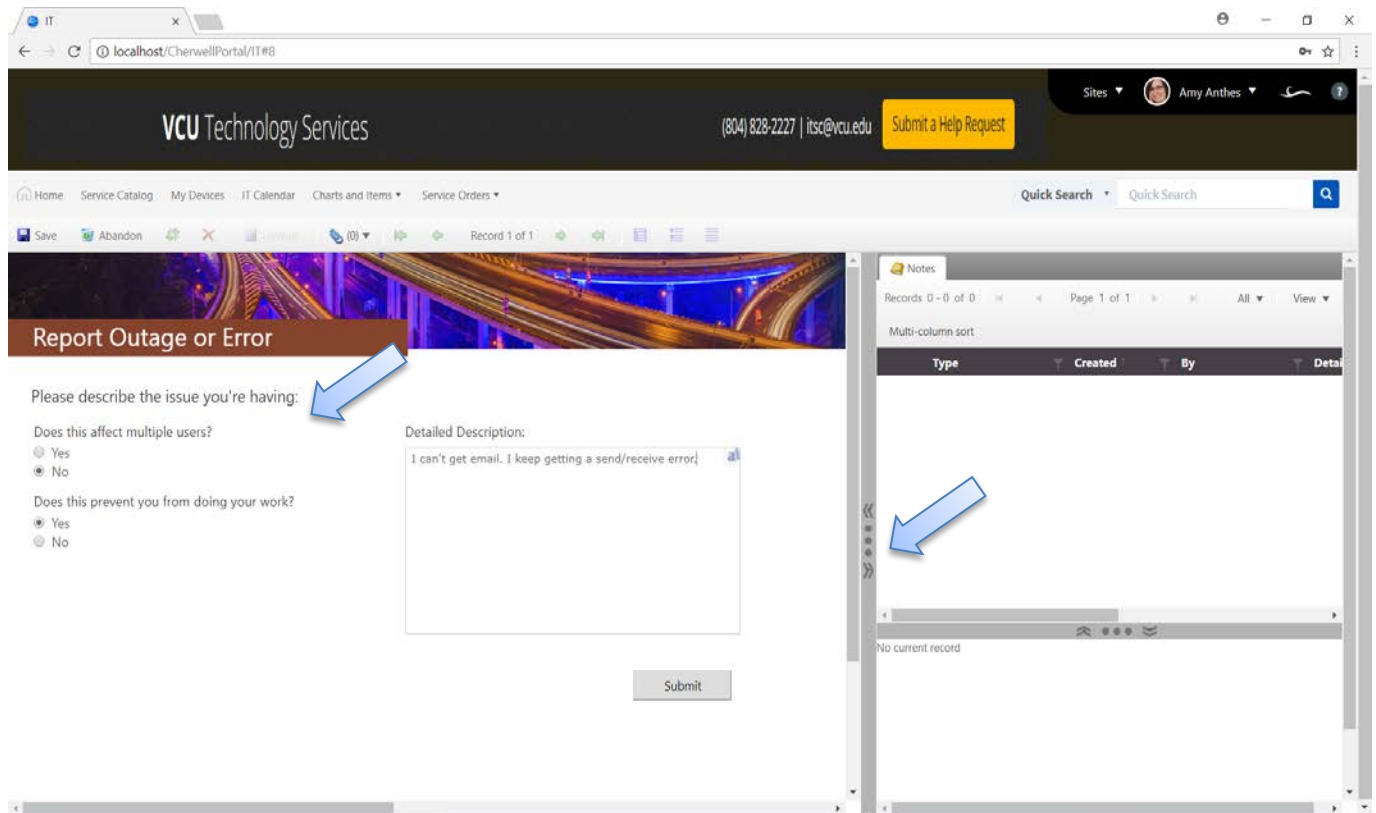
Here Amy is viewing his shopping cart; he can continue shopping or submit his Requests



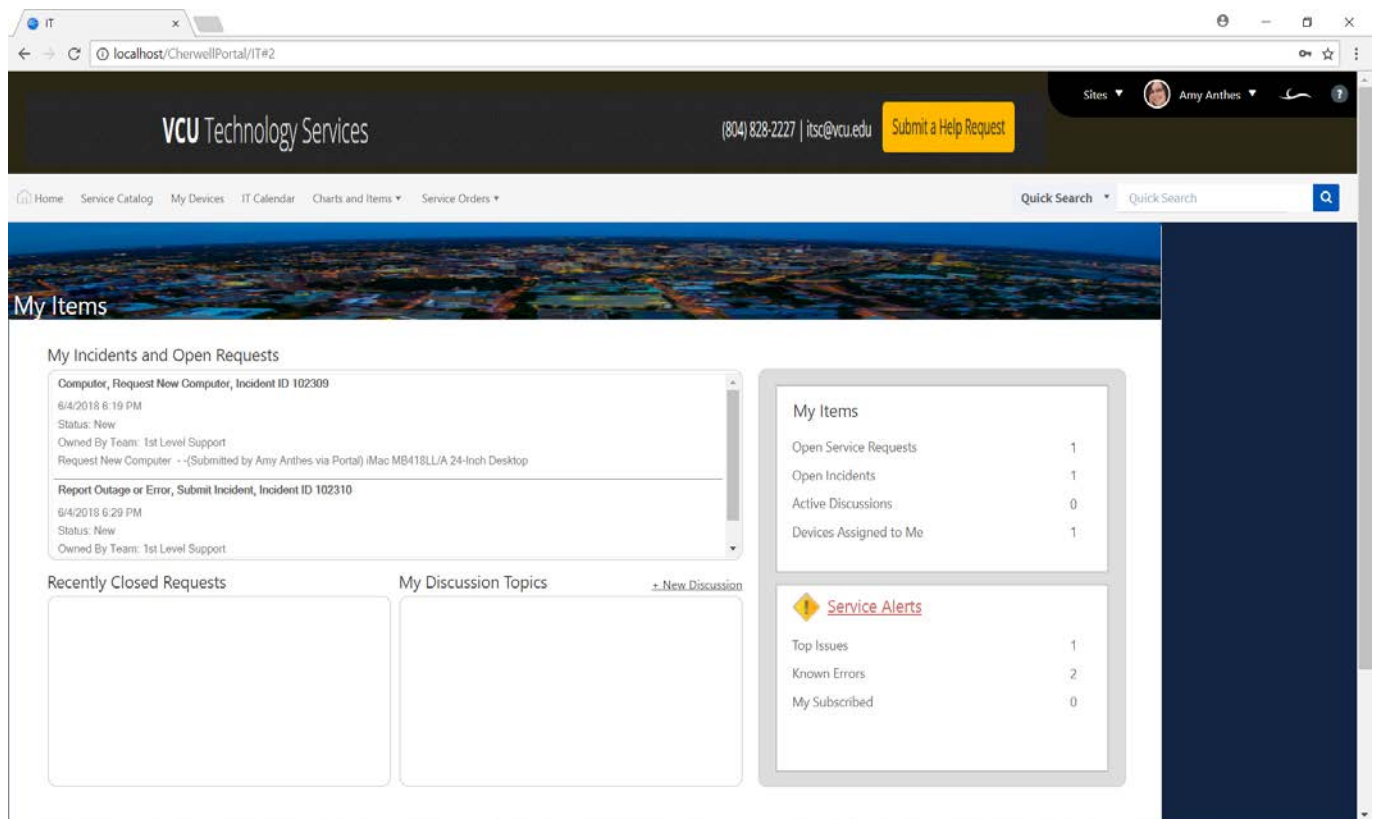
In this screen Amy is submitting a simple ticket informing the Service Desk that he can't access a printer.



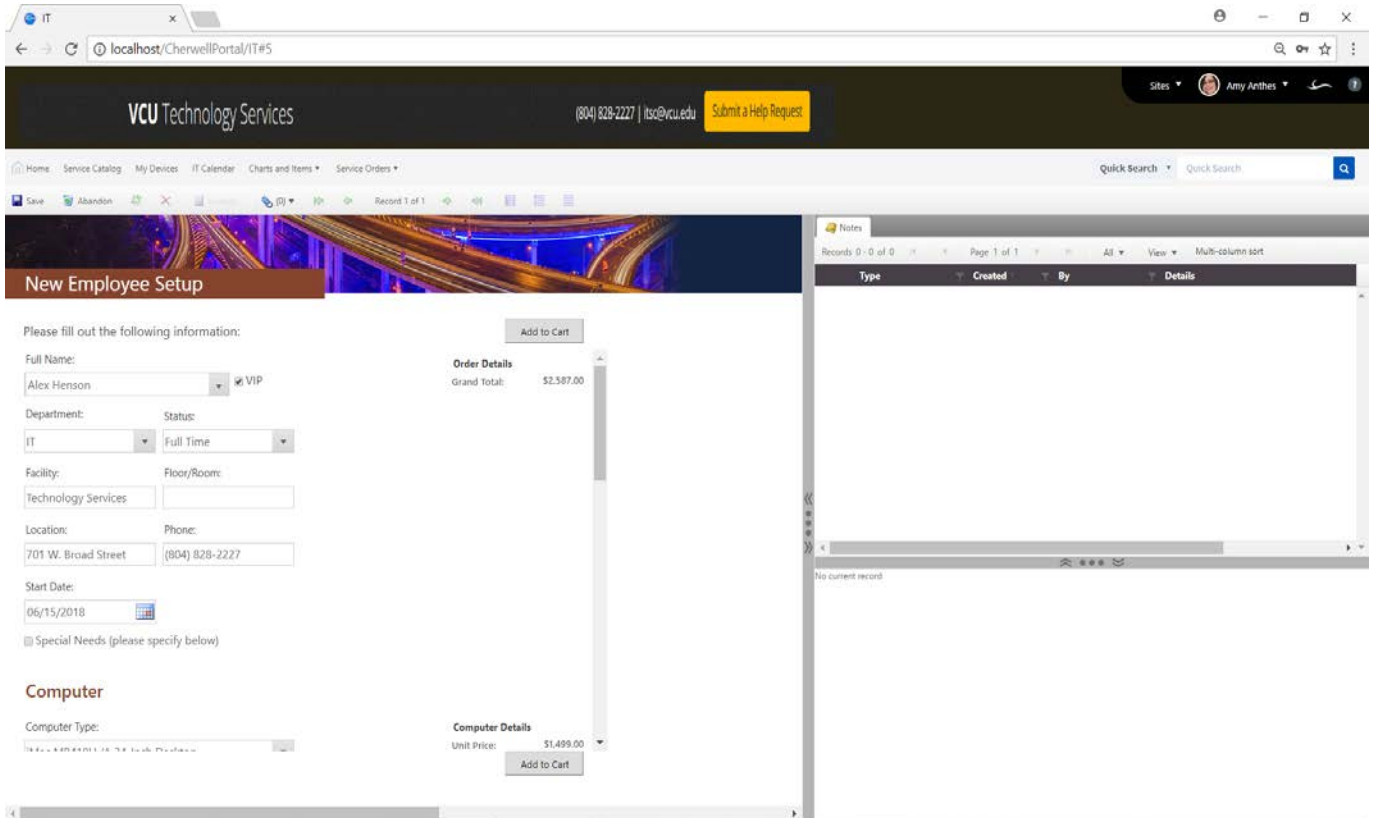
In this screen Amy has clicked on the link to the Incident she submitted regarding a printing issue. Amy can see the ticket is assigned to "Henri Bryce", is "In Progress" and the estimated Response and Completion dates.



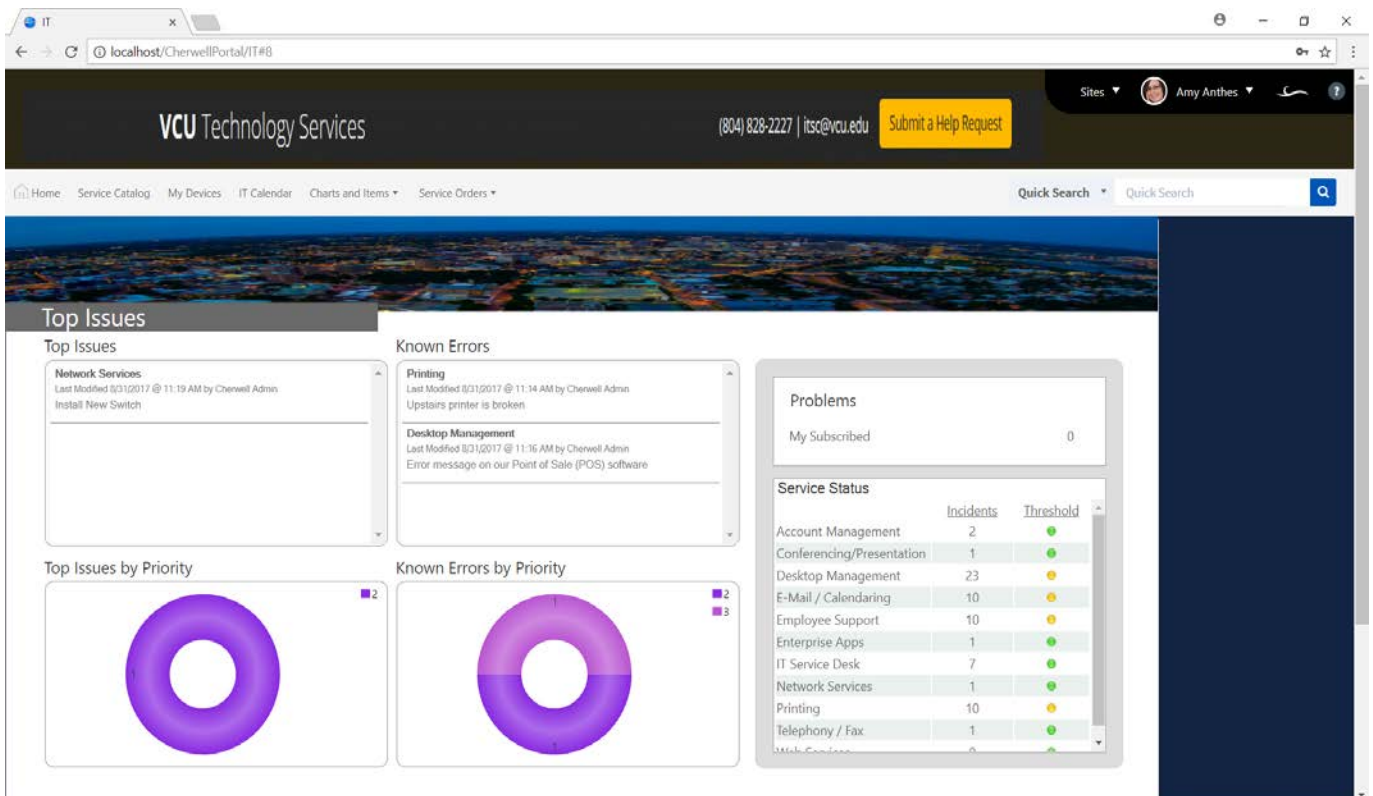
In this screen Amy can see a summary of her submitted items



Amy is submitting a "New Hire Request"



Here is an example of a summary dashboard that Amy can view for top/known issues and more





Here we have a couple of examples of Cherwell portals we have configured for our clients

**YORK UNIVERSITY**

## Computing

Welcome to the Computing Portal. Corresponding with us through the portal enables you to report an issue, request a service and view the status of a current or previously logged ticket.  
Click the appropriate account type below to begin.

**I am a Student**

I have an account - Click the above box if you have a passport York username and password.

**I am an Employee**

I have an account - Click on the above box if you have a passport york username and password

**I Don't Have An Account**

I don't have an account – Click on the above box if you do not have a passport york username and password.

**UIT Help Desk**  
Mon-Fri 8:15AM - 4:50PM  
(416) 736-2100 x55800  
ithelp@yorku.ca

**Osgoode ITS Helpdesk**  
Mon-Fri 8:30AM-5PM  
(416) 736-5401  
help@osgoode.yorku.ca

**Glendon ITS Helpdesk**  
Mon-Fri 8:30AM-12:30PM/1:30PM-5...  
(416) 736-2100 x66700  
help@glendon.yorku.ca

**LAPS eServices**  
Mon-Fri 8:30AM - 4:30PM  
(416) 736-5622  
esohelp@yorku.ca

**Framingham State University**  
Information Technology Services  
Phone: 508-215-5906 Email: IT@framingham.edu

Home Getting Started for New Students

Thursday, March 23, 2017

## myIT Self Service Portal

To begin using the portal, choose from one of the requests below. Log in with your FSU account.  
Faculty and Staff include: **Campususername**  
Students include: **Studentusername**

**Make a Request**

Do you have a request for something new or need something additional? Click on make a request to search our services.

**Report an Issue**

Is something not working as expected? Click on report and issue above to get assistance from ITS.

**Search Knowledge**

Would you like to try and configure or fix something yourself? Click on search knowledge to view our articles.

**Activate or Reset Password**

Do you need to activate your account, change your password or reset your password? Click on activate or reset password.

Whittemore Library - Technology Resource Center (Service Desk)			
Monday - Thursday	8:00am - 1:00 am	Saturday	9:00am - 5:00pm
Friday	8:00am - 5:00 pm	Sunday	1:00pm - 1:00am

Hemenway Hall- Lab and Technology Center			
Monday - Thursday	8:00 am-10:00pm	Saturday	9:00am-5:00pm
Friday	8:00am-5:00pm	Sunday	12:00pm-12:00am

Contact ITS: 508-215-5906 IT@framingham.edu

## Welcome to the Big 5 Tech Support Portal

800-984-4747  
Or ext 5555

### Technical Announcements

Kronos 3.0  
Last Modified Wednesday @ 12:43 PM  
Kronos upgrade has been completed. For procedural questions, contact Big 5 Kronos Support at (310) 297-7504. For all other technical issues, contact the Support Center.



Open a Ticket

Knowledge Articles

New Employee Setup  
or Update Employee  
Access

#### My Open Tickets Summary

Service Requests and Incidents	28
Changes	0

My Tickets

My Department's  
Tickets

## Service Central

### Report An Issue




Click here to report any issues with software, hardware, or equipment


### Employee Administration


Onboarding, profile administration, and person detail changes

### Consultant Administration

Onboarding, Offboarding, profile administration, person detail changes, and contract end dates


 Watch a short video of these new features.

View status of my tickets 

View training videos and help documents 

 Office Services Requests

 IT Requests

 Print This!

Click here to open the Ricoh Trak website and submit your print request.

 HR Requests

 Mobile Phones & Tablets

 SCM

If you need to request Service Contracts, please go here.

 SCADA

If you need to request anything related to SCADA, please go here.

 Leak Detection

If you need to request anything related to Leak Detection, please go here.

### Current Notifications

No records found

### Planned Changes

No records found

### Frequent Requests:

#### Generic Request

If you are not sure which request to use, please go here to submit your request.

#### Access to an Application

If you are needing access to a software application, please go here.

#### Added to a Distribution List

If you want your name added to a Distribution List, please go here.

#### Access to a Network Folder

If you are needing access to a Network Folder, please go here.



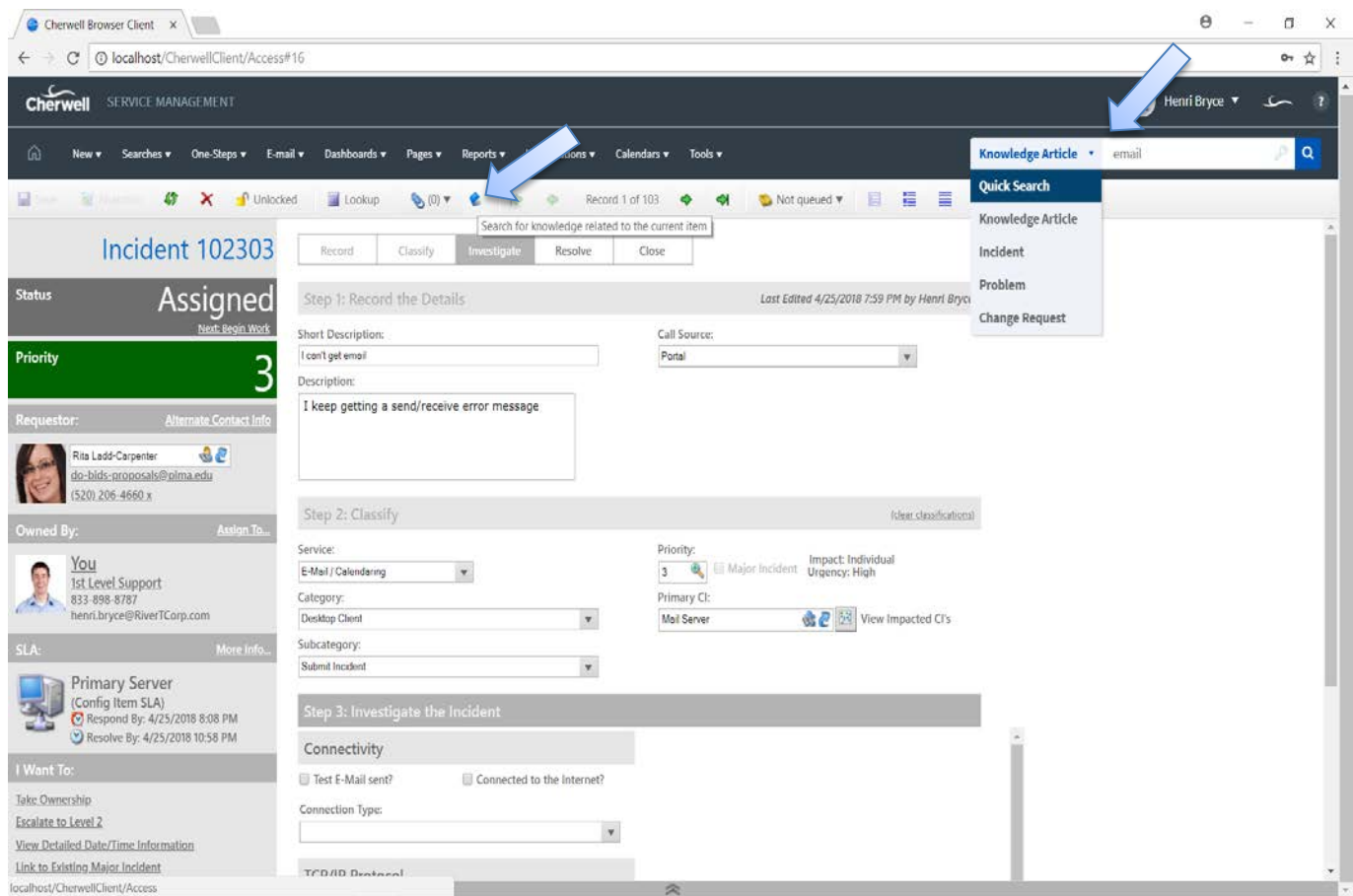


## Overview of Knowledge Management

Cherwell provides a Pink Verified Knowledgebase as part of the core application that is fully integrated with all the processes and capabilities within Cherwell including: Incident, Request, Problem, Change, Release, Configuration Management, End-User Self-Service and more. You can create data imports from existing sources (SharePoint for example) as well as create connections to external data sources (MS TechNet, Google for example). The Knowledgebase can be set to search several sources (Incidents, Known Errors, Knowledge Articles, Google, YouTube, HP, and Adobe as examples). Information in the Knowledgebase can be marked for access either just internal or to external customers via the Self-Service Portal.

The Cherwell Knowledge Management system provides the ability to have federated Knowledge where repositories of Knowledge may be internal such as Known Error or Knowledge Articles or external items such as document repositories and other data sources. The system supports Knowledge Management for all ITIL processes configured within the system, such as; Incident, Request, Change, Problem, Release and Configuration Management.

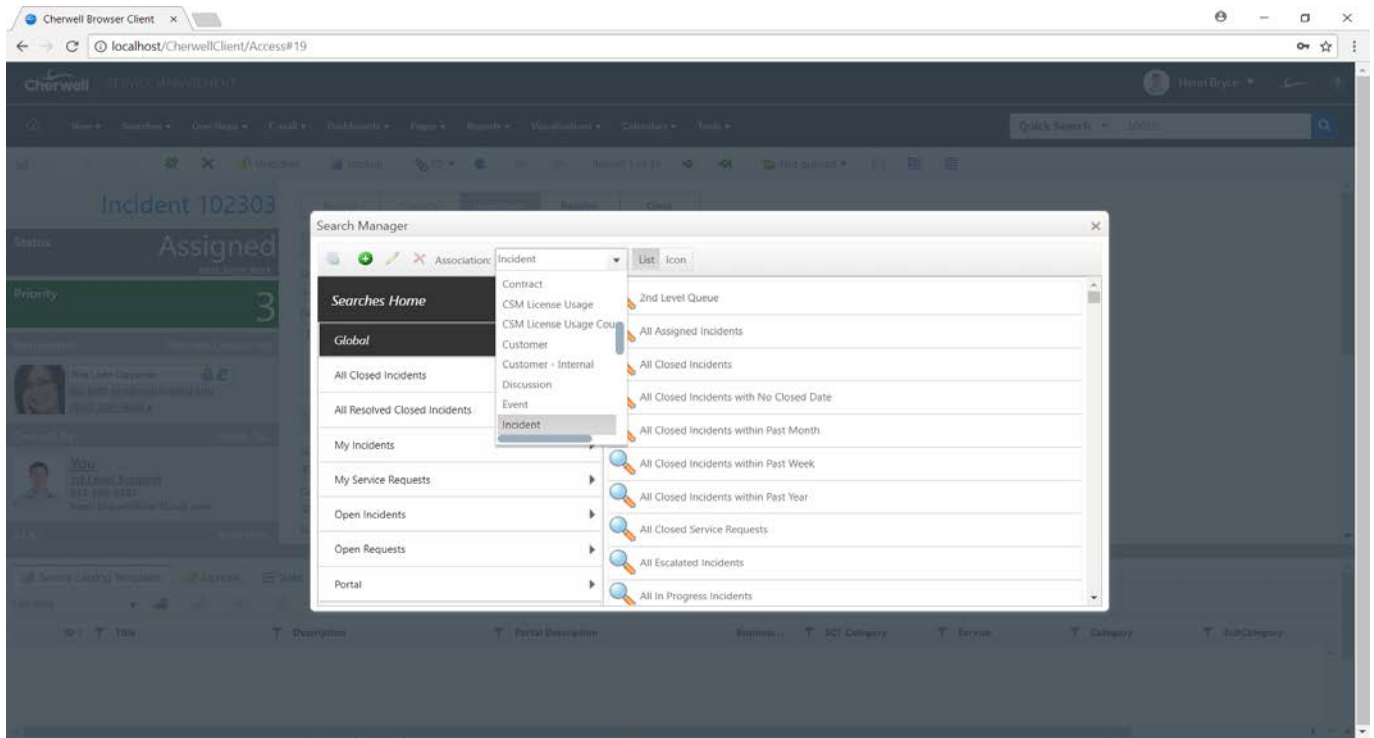
In the screen below note the user can search the Knowledgebase from an Incident from several places.



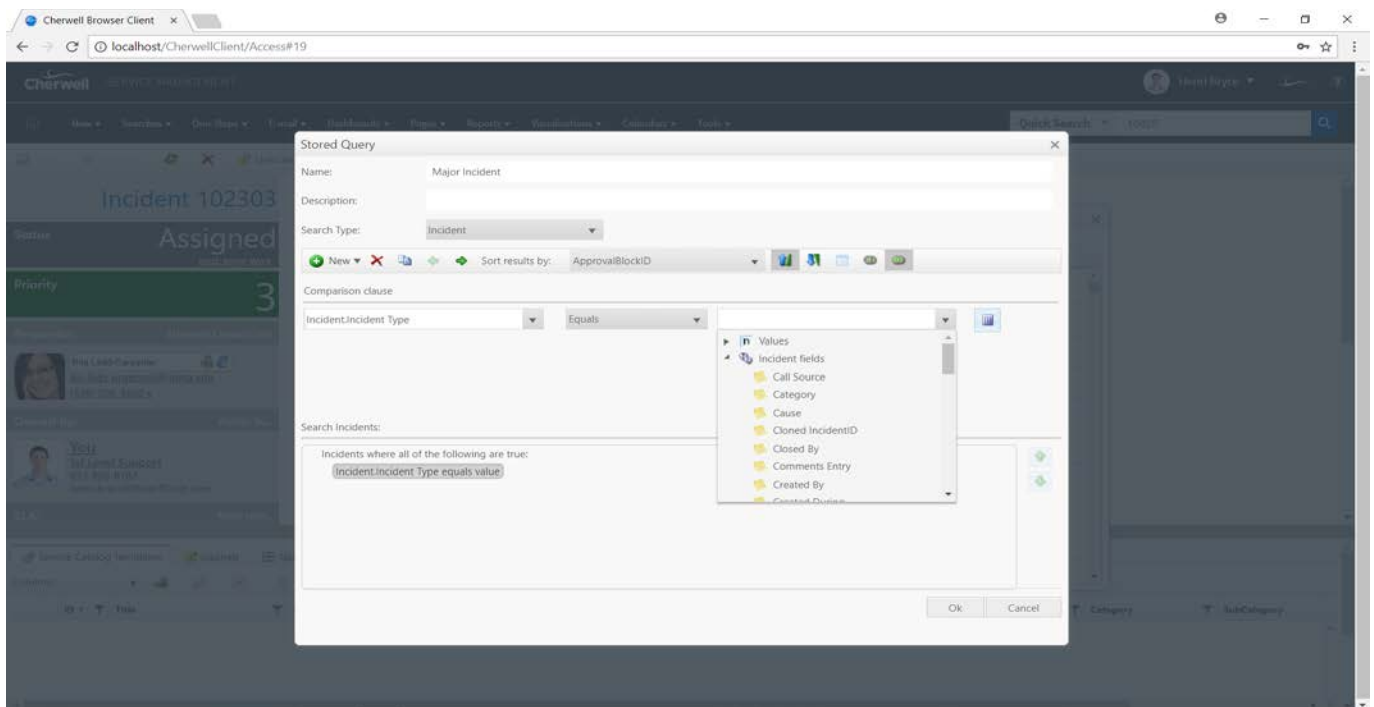


## Overview of Search Capabilities

Cherwell includes robust search capabilities, specifically quick search and search builder for options to retrieve issues. All data can be subject to a full-text index for easy retrieval. Search capabilities apply across all ticket/record types. Searches can be ad hoc as well as saved for reuse (saved searches can be permission for a single or multiple users). Cherwell provides a “Search Manager” that contains all the out-of-box pre-defined searches as well as the ability to modify existing and create new searches. In the screen below we opened the “Search “Manager”



In this screen, we are creating a new search for “Major Email Incidents”



## Overview of Service Level Management

Cherwell provides a Pink Verified SLA process with the out-of-box system. Here is an overview of the SLA capabilities:

Cherwell's robust monitoring will proactively warn you of pending SLA breaches and provides critical performance metrics. Easily track SLAs based on services, CIs, customer levels or any combination you choose. Any existing agreements you may have can easily be applied in Cherwell. The SLA module provides templates to create SLAs. These templates are fully configurable and can track SLAs based on services, CIs, customer levels or any combination.

In the screen below we have a sample SLA for the Email Service that is applicable to all users in the organization:

The screenshot displays the Cherwell Service Management web application. The top navigation bar includes a search bar with the text 'Quick Search 10025' and a user profile for 'Henri Bryce'. The main content area is titled 'SLA' and shows the configuration for an 'Active' SLA. The configuration includes the following fields:

- Title:** E-Mail Service (with a 'Make this the Default' button)
- Subscription Level:** (dropdown menu)
- SLA Type:** Service (dropdown menu)
- Description:** SLA for E-Mail Service provided for the entire organization
- Scope:** (text area)
- Priority Group:** E-Mail / Calendaring (dropdown menu)
- Start Date:** 09/14/2016
- End Date:** 03/17/2022
- Review:** 09/14/2018
- Advanced Options:**
  - Allow "Stop The Clock"
  - Check For Errors On Save
  - Disable Target Time Wizard
  - Override Customer SLA
- Linked Image:** (with 'Set Image...' and 'Use Service's' buttons)

On the left side, there are summary statistics: 'Status: Active', 'Breached Incidents: 3', and 'Open Incidents: 3'. Below these, the 'Owned By' field is populated with 'Henri Bryce, 3rd Level Support, 833-898-8787, henri.bryce@RiverCorp.com'. At the bottom, a table titled 'SLA Target Time' shows a single record with columns for 'Priority L...', 'Parent Ty...', 'Work Ho...', 'Response...', 'Response...', 'Resolutio...', and 'Resolutio...'. The record shows a response time of '15 Minutes' and a resolution time of '2 Hours'. A progress bar at the bottom right indicates the SLA process steps: Step 1 (Define), Step 2 (Assign), Step 3 (Business), Step 4 (Distribute), and Review.

In the screen below is a sample Underpinning Contract

The screenshot displays the Cherwell Service Management web application. The browser address bar shows 'localhost/CherwellClient/Access#19'. The user is logged in as 'Henri Bryce'. The main content area is titled 'Underpinning Contract' and shows a contract in 'Active' status. The contract details include:

- Name:** Dell Latitude E5550
- Start Date:** 01/11/2017
- End Date:** 08/10/2017
- Supplier:** Viahouse Supplies (Contact: brenda.griffin@viahouse-supplies.com, 1-899-867-4438)
- Supplier Catalog Item Type:** Product
- Supplier Catalog Item:** Generic Laptop
- Review Date:** 06/09/2017
- Description:** Operating system. Available with Windows 7 Professional or Windows 8.1 - Run your most demanding applications smoothly with Windows 8.1 Pro.
- Scope:** Covers cost and delivery of the Dell Latitude E5550, Comes with Windows 8.1 Pro, No bloatware installed, Pre-licensed.
- Cost and Performance:** Resolution Time: 5 Days, Resolution Units: Days, Associated Cost: \$945.09

Below the contract details, there is a section for 'Supplier Details' for 'Viahouse Supplies', which is also in 'Active' status. The supplier details include:

- Phone 1:** 1-899-867-4438
- Web Site URL:** http://viahouse-supplies.com

## Overview of Vendor/Supplier Management

Cherwell provides full Vendor Management support (referred to as “Supplier Management”). A Supplier is a person or group (internal or external) that is responsible for providing a product or service to an organization based on an Operational Level Agreement (OLA) or Underpinning Contract (UC). Supplier Records can be used to support Multi-Sourcing Service Integration (MSI) and Service Integration and Management (SIAM).

The Supplier form allows Users to view, create, track, and manage Suppliers. Below is a sample Supplier Record for Viahouse Supplies

The screenshot shows the Cherwell Browser Client interface for a Supplier record. The browser address bar shows 'localhost/CherwellClient/Access#19'. The user is logged in as 'Henri Bryce'. The page title is 'Viahouse Supplies' and the status is 'Active'. The interface includes a navigation menu with options like 'New', 'Searches', 'One-Steps', 'E-mail', 'Dashboards', 'Pages', 'Reports', 'Visualizations', 'Calendars', and 'Tools'. A search bar contains '10025'. The main content area is divided into several sections:

- Status:** Active (Next: Offboard Supplier)
- Grade:** A
- Risk Level:** Low
- Supplier Manager:** Susan O'Connor, 2nd Level Support, (719) 386.7000, Susan.O'Connor@RiverTCorp.com
- I Want To:** Take Ownership, View Detailed Date/Time Information, Create Scorecard, Create Risk Assessment, View Visualization
- Tab Visibility:** Supplier Management, Services, Related Records
- Details:** Supplier/Company Name: Viahouse Supplies; Primary Contact: Brenda Griffin; Address 1: 371 Madison Court; Address 2: ; Town/City: Lapeer; State/Province: MI; ZIP/Postal Code: 48446; Web Site URL: http://viahouse-supplies.com; Phone 1: 1-899-867-4438; Phone 2: 1-899-067-4414; E-Mail: brenda\_griffin@viahouse-supplies.com; Fax: 1-899-867-4415; Default Communication: E-Mail; Supplier Logo: Change Image (57 x 57)
- Supplier Management:** Supplier Category: Commodity; Supplier Type: External; Support Hours: 6:00AM Midnight CT; Performance Review Cycle: Quarterly; Last Performance Review: 05/23/2017; Risk Assessment Cycle: Annual; Last Risk Assessment: 2017-05-22; On Probation/Under Review:



Below is a Supplier Catalog item that links to one or more Suppliers.

The screenshot shows the 'Supplier Catalog Item' details for 'Executive Laptop'. The page is divided into several sections:

- Owned By:** Gina Mehra, IT Management, 833-898-7381, gina.mehra@RiverCorp.com.
- I Want To:** Change Lead Supplier.
- Details:**
  - Name:** Executive Laptop
  - Item Type:** Product
  - Description:** Laptop used by Executives. Has improved graphics so they can see their Flickr pictures clearly.
- Lead Information:**
  - Supplier:** Viahouse Supplies
  - Agreement:** Dell Precision M6800
  - Resolution Time:** 5 Days (Monday - Saturday)
  - Cost:** \$1699.00
  - SKU Number:** 884116175209
  - Item Description:** Available with Windows 8 Pro — for a smooth, versatile Workstation experience. Heavy-duty processing and graphics performance Windows 8 Pro. Extreme processors: No task is too big. The Dell Precision M6800 Mobile Workstation delivers no-holds-barred processing capabilities with high-performance 4th Generation Intel® Core™ i7 Extreme, i7, and i5 processor options. High-performance graphics: Responsive AMD FirePro™ and NVIDIA® Quadro® graphics options with up to 8GB of GDDR5 memory keep pace with demanding 3D rendering and other graphics-intensive tasks.

At the bottom, a table lists the lead information:

Supplier	Cost	Name	Agreement Type	Delivery Time	Description	Start Date	End Date	Review Date
Viahouse Supplies	\$1,699.00	Dell Precision M6800	Underpinning Contract	5 Days (Monday - Saturday)	Available with Win...	1/11/2017	1/10/2018	6/9/2017

A Scorecard is a record that allows Users to view detailed Supplier performance data in real time. The Scorecard displays data that is automatically calculated based on quality, delivery, responsiveness, and complaints, and then presented as a letter grade in the Grade alert bar in the Quick Info Tile of the Supplier form. Below is a sample Scorecard for “Viahouse Supplies”

The screenshot shows the 'Scorecard | 5/23/2017' for 'Viahouse Supplies'. The total score is 87.4, resulting in a Grade of C. The scorecard is broken down into four categories:

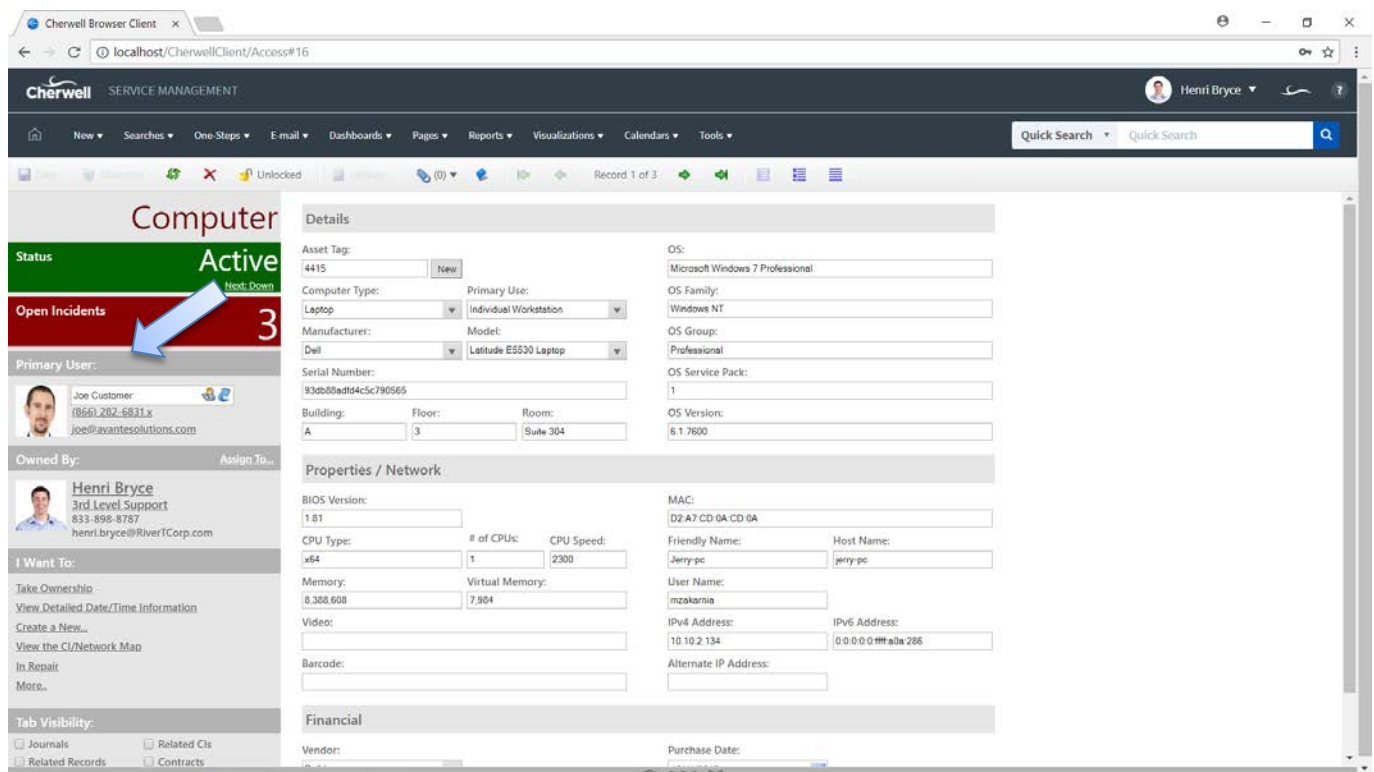
- Quality:** Performance: 0 ct., Tolerance: 2 ct., Possible Points: 100, Actual Points: 100.00. Weighted Score: 100% | 20.0/20.
- Delivery:** Performance: 50%, Tolerance: 30%, Possible Points: 50, Actual Points: 20.00. Weighted Score: 70% | 28.0/40.
- Responsiveness:** Performance: 1 ct., Tolerance: 3 ct., Possible Points: 35, Actual Points: 35.00. Weighted Score: 96% | 14.4/15.
- Complaints:** Performance: 0 ct., Tolerance: 10 ct., Possible Points: 100, Actual Points: 100.00.

A grade legend on the right indicates: A = 95 - 100, B = 90 - 94, C = 80 - 89, D = 70 - 79, F = 69 and below.

## Overview of Configuration Management (CMDB)

Cherwell provides full CMDB capabilities (Pink Verified 2011 for Service Asset and Configuration) and supporting workflow. There are many capabilities for managing all types of assets including a “computer” (we confirm Cherwell supports all types of assets including: Servers, Mobile Devices, Laptops, Network Devices, Software Licenses, Printers, and many more). An Asset (CI) record can be linked to any ticket type (example Incident below), actions can be taken, the lifecycle can be managed, etc. The asset data is typically imported from a discovery source which typically is via a scheduled link so as the discovery system finds changes the CI record in Cherwell is updated. The integration capabilities that Cherwell provides with asset discovery systems allow the details and attributes for assets to be imported and displayed in the Cherwell CMDB. Appropriate staff can be notified any number of ways (email alerts, dashboards etc.) for any asset that has been moved to a trouble status, either automatically or manually. We provided several sample screens below:

In the screen below we show the record for Jerry’s computer:





Event records can be linked to the effected CI, in the sample screen below note the Event tab:

The screenshot displays the Cherwell Service Management interface. The top navigation bar includes 'New', 'Searches', 'One-Steps', 'E-mail', 'Dashboards', 'Pages', 'Reports', 'Visualizations', 'Calendars', and 'Tools'. A search bar on the right contains '10025'. The main content area is divided into several sections: 'Primary User' (Andrew Simms), 'Owned By' (Henri Bryce), 'I Want To:' (with links like 'Take Ownership', 'View Detailed Date/Time Information', 'Create a New...', 'View the CI/Network Map', 'Mark as In Repair'), and a detailed 'Properties / Network' section. A blue arrow points to the 'Event' tab in the bottom navigation bar, which is highlighted. Below the navigation bar, a table displays event records.

Level	Status	Source	Event ID	Message	Created Date Time
Error	Recorded	SOAP		Critical Service Failed	3/24/2014 12:44 PM
Error	Recorded	SOAP		Critical Service Failed	3/24/2014 12:38 PM
Error	Recorded	SOAP		Critical Service Failed	3/24/2014 12:35 PM

## **Cherwell Asset Manager Summary**

Cherwell Software offers a fully integrated optional tool for Software Licenses Management called Cherwell Asset Manager or CAM (note this is priced separately, and not included in the cost of a Cherwell Service Management license).

CAM offers comprehensive hardware and software asset discovery that takes the guesswork out of what's deployed across your organization. CAM discovers all the software and hardware on your Windows- and Mac OS-based machines, and reconciles discovered assets with purchasing data—so you know what's installed, who has it, and whether it's properly licensed.

With CAM, you can collect and report on all your installed software, including details such as; name, product ID, size, date, path, version, and whether specific installations are standalone applications or part of a suite. CAM uses a proprietary software identification database to identify the countless executables discovered on your network, turning raw data into complete and reliable reports. CAM's software inventory reports are license-centric, providing you exactly the information you need to ensure license compliance, prepare for vendor audits, and make informed decisions about your software investments. Below are some of the key CAM IT Asset Management Capabilities:

**Comprehensive Computer (Hardware and Software) Inventory** – Take the guesswork out of what's installed across your network with powerful IT asset discovery and inventory reporting. Cherwell® Asset Management automatically discovers all the hardware and software installed on your Windows, Unix, Linux, and MAC OS desktops, laptops, and servers, and reconciles discovered applications and devices with purchasing details—so you know what's installed, who's using it, and whether it's properly licensed.

**World-Class License Compliance Management** – 53% of organizations experienced a software audit within the last two years, with true-up costs and penalties averaging \$525,000 among those found to be non-compliant. When it comes to license compliance, you can't afford to be caught asleep at the wheel. Cherwell Asset Management's world-class license management capabilities and compliance reporting enable you to monitor your license position in a proactive, automated fashion—so you can correct license deficits before you receive the software audit letter. An IT asset management system doesn't get any easier.

**Detailed Software Usage Analysis** – If you suspect unused or underutilized software licenses are costing your organization big money, now you can prove it, with Cherwell Asset Management's powerful software usage analysis. On average, Cherwell's IT asset management customers reclaim 15-20% of their annual software budget through re-allocation of licenses, termination of maintenance fees and support costs, and renegotiation of software contracts.

**Powerful ITAM Purchasing System** – Cherwell Asset Management software includes a comprehensive purchasing system that allows you to consolidate IT procurement and licensing information, and reconcile purchasing data with inventoried assets—eliminating spreadsheets once and for all, and giving you that critical link between the physical and financial aspects of your IT investments.

**Microsoft SCCM Integration** – If you're using Microsoft Systems Center Configuration Manager to manage your hardware and software assets, chances are you're struggling to get what you need out of its native ITAM reporting capabilities. Cherwell Asset Management enables you to leverage your existing SCCM implementation and transform its raw inventory data into reliable, license-centric reports—with no SQL expertise required.

**Flexible, Intuitive ITAM Reporting** – Cherwell Asset Management software is widely acclaimed for its ability to answer critical questions that help you control costs and manage risk. With customizable dashboards, limitless drill-down capabilities, and an easy-to-use filtering model, you can get the asset management information you need—while meeting the needs of every audience including IT, finance, help desk, and executive stakeholders.





## FireScope Discovery and Dependency Mapping (DDM)

Organizations that attempt to track IT service configuration through manual efforts cannot keep up with the rapid pace of change and complexity in the modern data center. This outdated or inaccurate configuration knowledge puts organizations at risk of repeated - and expensive - service outages caused by configuration errors and significant opportunities for increased efficiency are lost. (Note this is sold separately, pricing can be provided upon request.)

FireScope Discovery and Dependency Mapping (DDM) gives organizations a clear and timely view of IT Service configuration, automatically identifying the IT services that users are consuming, their infrastructure dependencies from applications down to the network, and continually refining this picture as infrastructure changes take place.

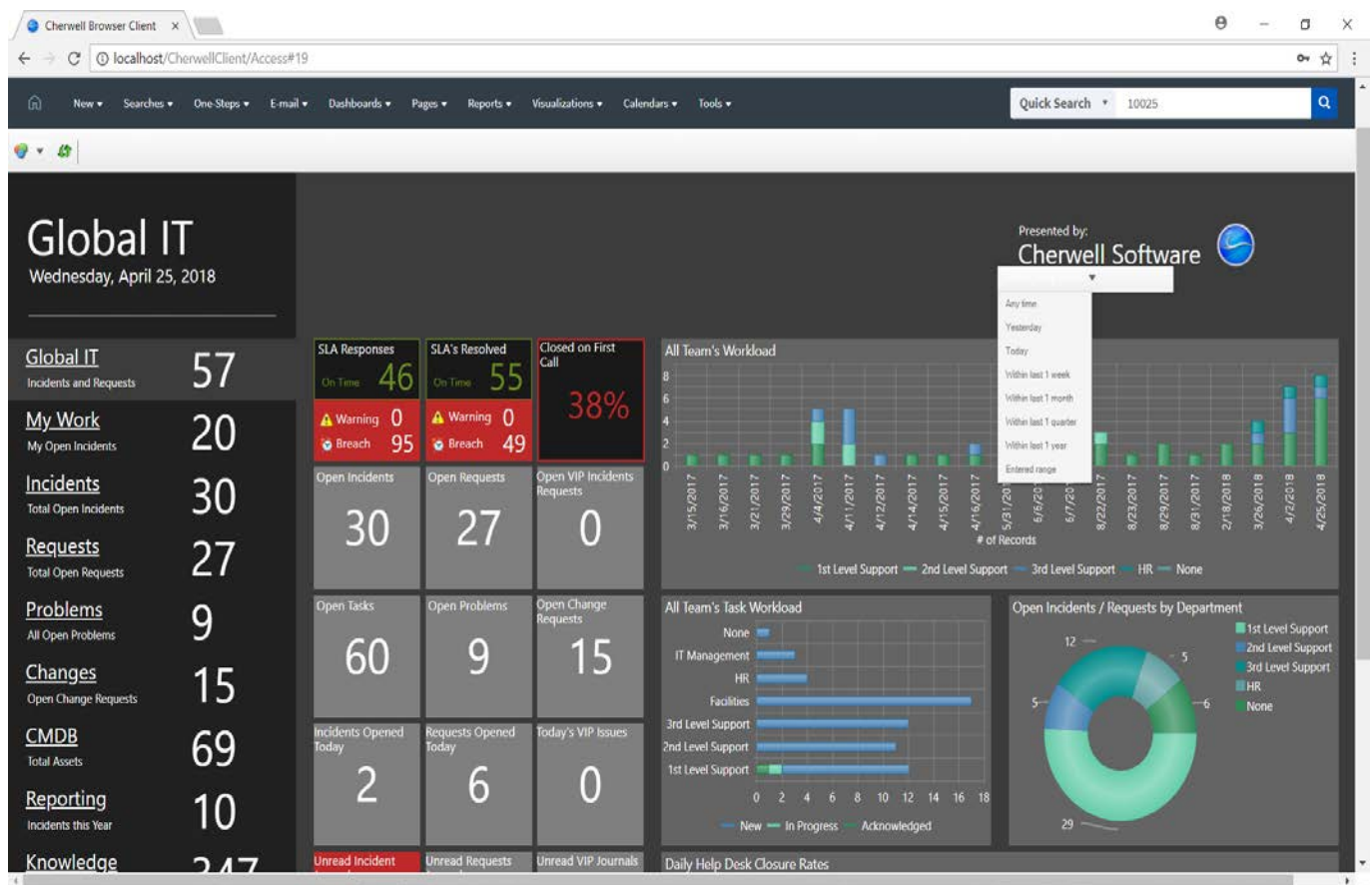
- Boost your confidence in configuration data by automating the mapping of your critical IT services and their dependencies, including application, physical and virtual elements.
- Decrease your work load, with automated, real time discovery that eliminates the need to spend countless hours collecting configuration information and updating spreadsheets.
- Learn more about your environment, with topology, network and API (VMware, AWS, etc.) discovery that adds deep configuration details.
- Stay up to date, with no need to wait for scheduled scans to detect change and comparison views of authorized configuration versus actual.
- Get all of IT on the same page, with integration with Cherwell Service Management CMDB that enables automatic population of service dependencies and asset configuration details.
- Reclaim under-utilized resources that no longer contribute to operational services.
- Simplify your life, with Software-as-a-Service (SaaS) delivery that offers value on day one, with no need to maintain a massive, dedicated infrastructure.

### Compare FireScope DDM to the Competition

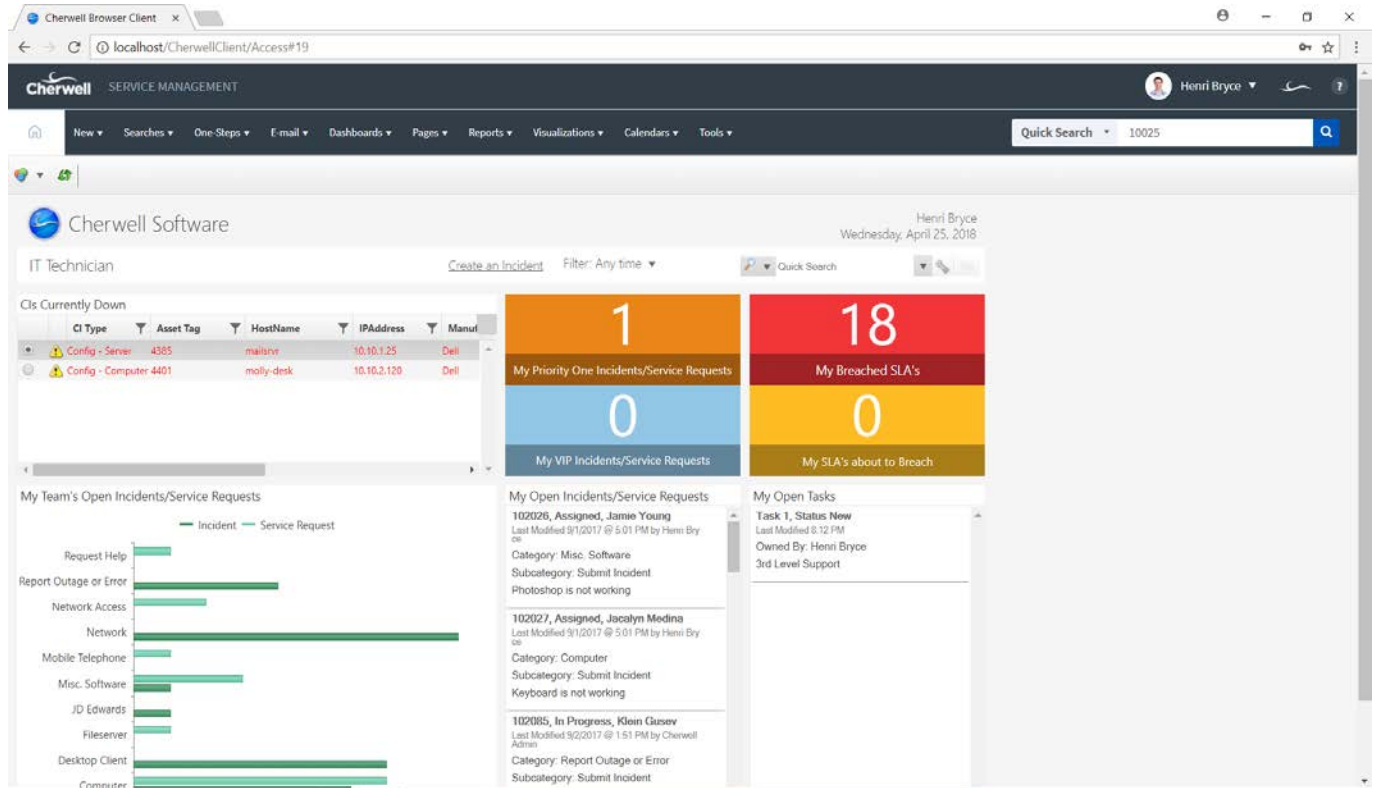
	By Hand	BMC Discovery (Formerly ADDM)	ServiceNow ServiceWatch	Fire Scope DDM
Deployment	✗	Complex on-premise installation	Cloud-based Deployment	Cloud-based Deployment
Auto-detection of service entry points	✗	✓	✗	✓
Requires remote administrative privileges		⚠	⚠	
Primary discovery done via agent- and script-less technology	✗	✗	✗	✓
Scope includes network, virtual and physical topology	if network, virtualization teams involved	✗	Partial	✓
Able to discover and map custom applications out-of-the-box	dependent on who is involved	✗	✗	✓
Dependency mapping enriched with multiple discovery engines	send multiple emails, hope for response	✗	✗	✓
Able to identify service topology changes as they occur	changes detected after outages occur	✗	✗	✓
Integration with CMDB	more work	✓	✓	✓

## Overview of Reporting

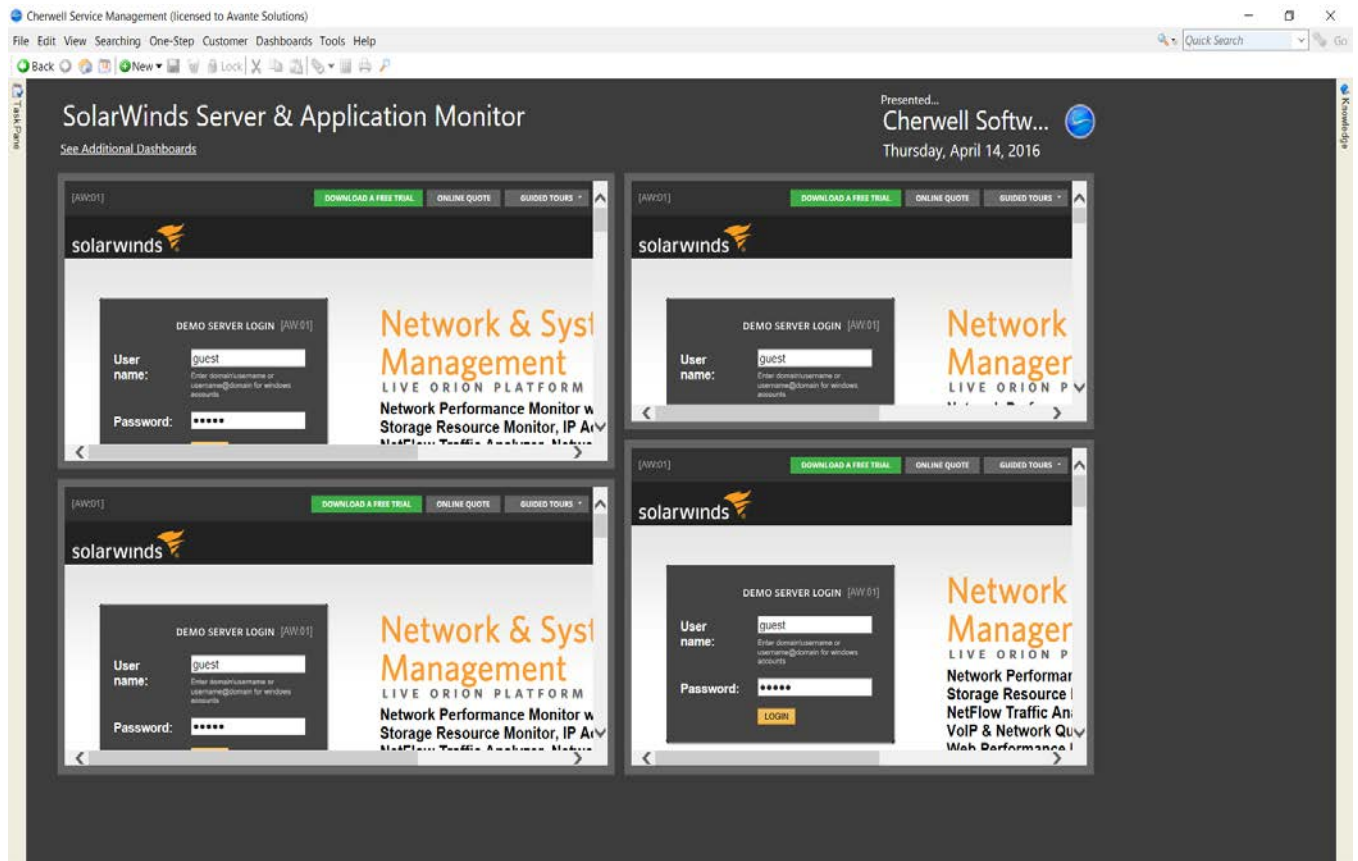
Cherwell provides extremely robust Dashboard and Reporting capabilities. The system provides extensive out-of-box reports that can be modified to meet numerous reporting requirements. In addition, the system includes the Cherwell Report Writer, a wizard based report creation tool that provides the capability to create custom reports based on the criteria you define. Cherwell's built-in report writer is designed to use your existing Cherwell Search Groups. This means you do not need to write SQL statements to create your report. Cherwell does the SQL behind the scenes to make your reporting experience as easy as possible. In addition, Cherwell also has connectors to Crystal Reports and MS SQL Reports providing additional reporting flexibility. All the data for reporting is stored in the system's MS SQL database. Also, to note Cherwell provides full dashboard and calendaring capabilities including out-of-box dashboards that can be modified/configured as well as a dashboard wizard to create new, custom dashboards. Based on the security permissions you control; you can allow any user the ability to create their own custom dashboards or modify existing dashboards. We provided some sample screen prints below:



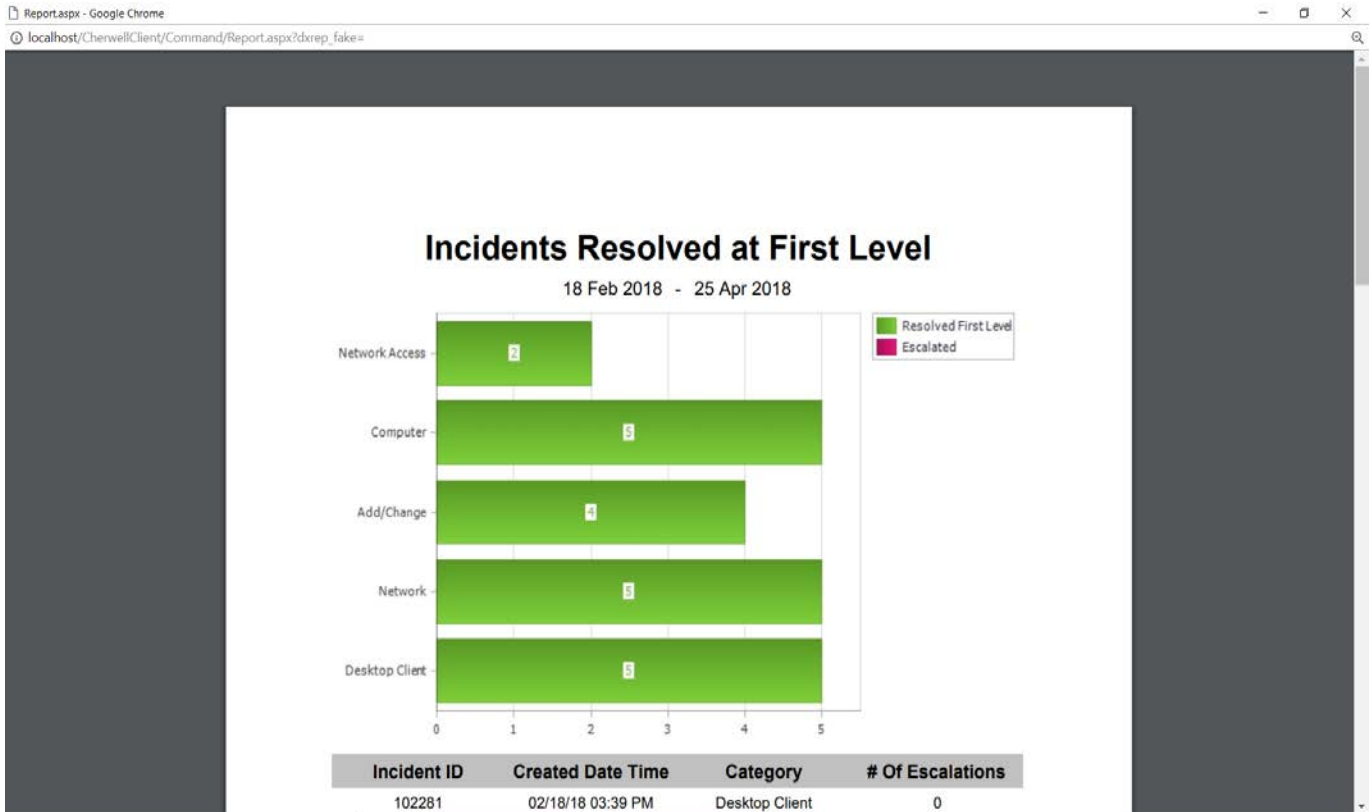
This is an example of a Dashboard for a typical IT Agent (or Team Lead).



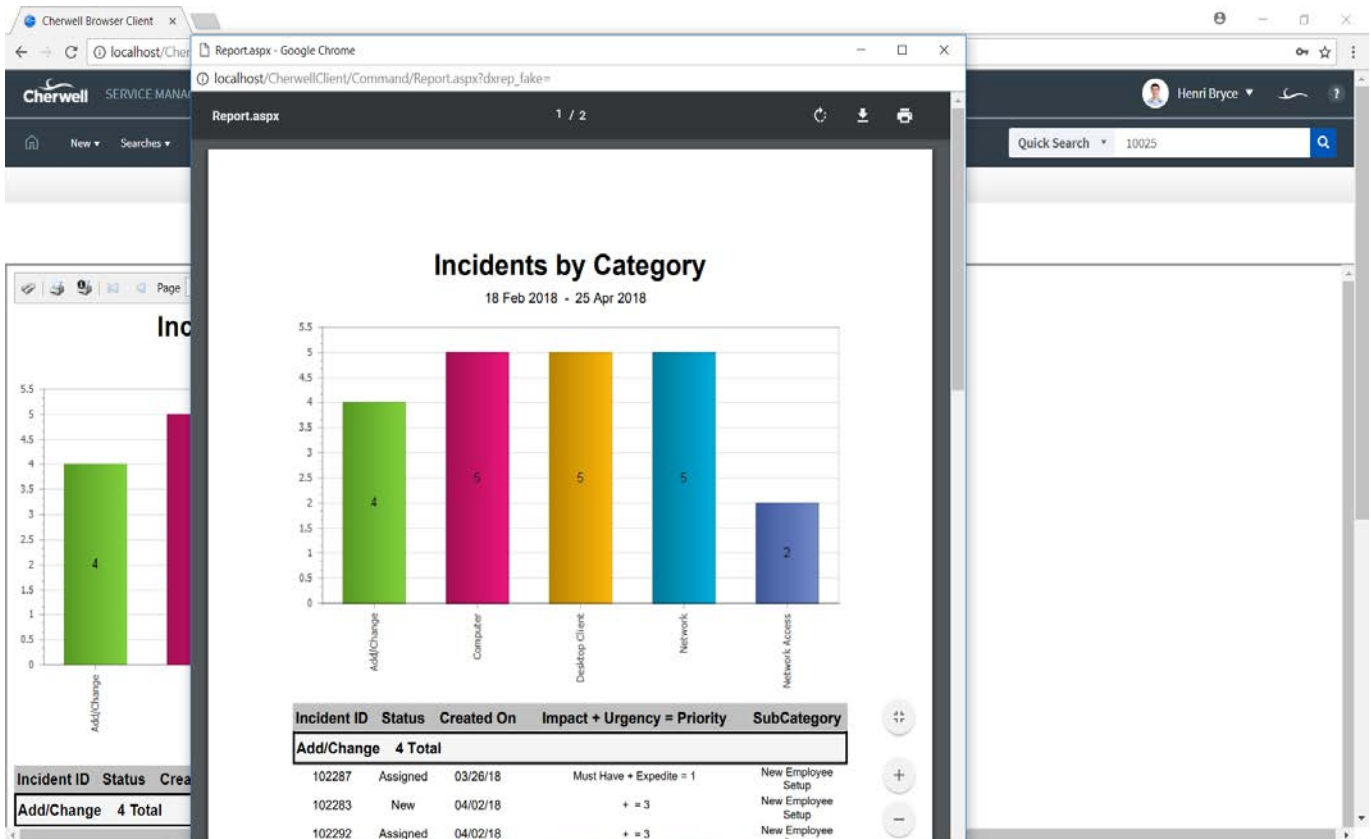
Below is an out-of-box dashboard with the SolarWinds integration.



The following are out-of-box Screens - Sample Survey report:

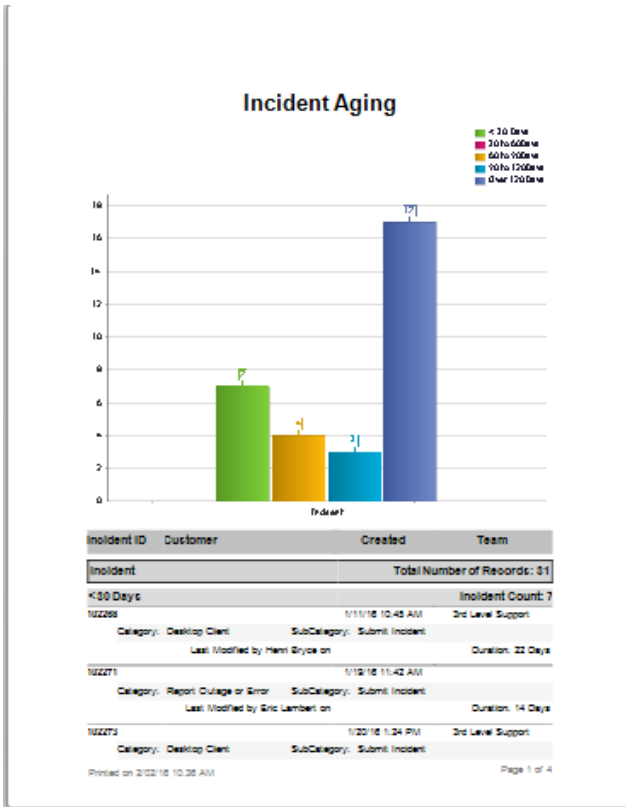


Sample Incident Report



Here's an example of an Incident Aging Report

Note this is from a demo environment with little data



Incident ID	Customer	Created	Team
102227		11/04/15 1:31 AM	2nd Level Support
Category: Report Outage or Error		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 32 Days
<b>Over 120 Days</b>			
Incident Count: 17			
102257		5/21/15 2:12 PM	1st Level Support
Category: Network		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 231 Days
102258		5/25/15 11:33 AM	1st Level Support
Category: Anti-Virus		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 250 Days
101322		6/16/15 12:05 PM	1st Level Support
Category: Computer		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 231 Days
101325		6/16/15 2:05 PM	2nd Level Support
Category: Network		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 231 Days
101326		6/16/15 2:21 PM	1st Level Support
Category: Desktop Client		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 231 Days
101330		6/16/15 2:22 PM	3rd Level Support
Category: Desktop Client		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 231 Days
102226		6/23/15 1:27 PM	2nd Level Support
Category: Misc. Software		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 224 Days
102227		6/23/15 1:49 PM	3rd Level Support
Category: Computer		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 224 Days
102228		6/23/15 2:01 PM	3rd Level Support
Category: Computer		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 224 Days
102231		6/23/15 2:14 PM	3rd Level Support
Category: Computer		SubCategory: Submit Incident	

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Incident ID	Customer	Created	Team
Last Modified by Henri Bryce on			
			Duration: 13 Days
102276		1/21/16 1:59 PM	1st Level Support
Category: Desktop Client		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 12 Days
102279		1/21/16 5:22 PM	
Category: Report Outage or Error		SubCategory: Submit Incident	
Last Modified by Mac Customer on			Duration: 12 Days
102284		1/21/16 5:25 PM	3rd Level Support
Category: Network		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 12 Days
102286		1/21/16 5:48 PM	1st Level Support
Category: Network		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 12 Days
<b>80 to 90 Days</b>			
Incident Count: 4			
102256		11/10/15 5:31 PM	1st Level Support
Category: Network		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 54 Days
102260		12/02/15 9:29 AM	3rd Level Support
Category: Desktop Client		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 61 Days
102261		12/02/15 9:33 AM	3rd Level Support
Category: Network		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 61 Days
102264		12/02/15 6:01 PM	1st Level Support
Category: Desktop Client		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 61 Days
<b>90 to 120 Days</b>			
Incident Count: 3			
102234		11/02/15 4:40 PM	1st Level Support
Category: JO Edwards		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 91 Days
102235		11/02/15 4:51 PM	2nd Level Support
Category: Anti-Virus		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 91 Days

Printed on 2/02/16 10:36 AM Page 2 of 4

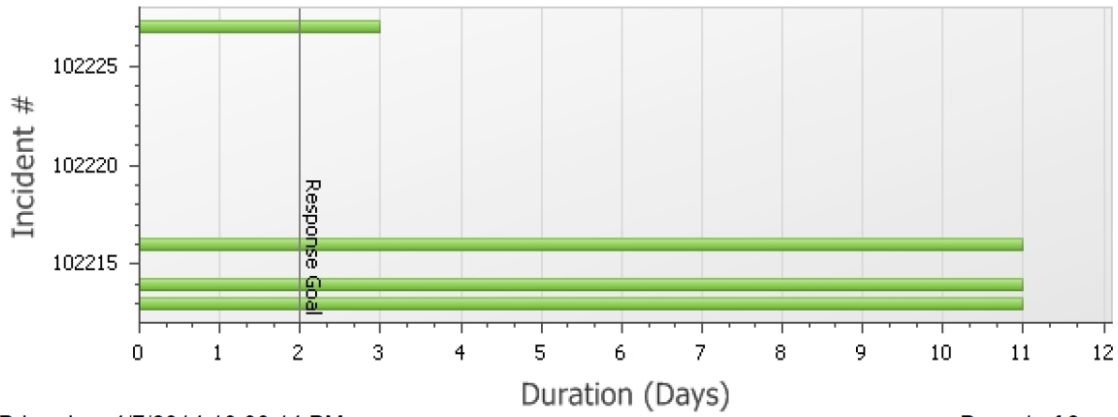
Incident ID	Customer	Created	Team
Last Modified by Henri Bryce on			
			Duration: 224 Days
102232		6/23/15 3:22 PM	2nd Level Support
Category: Computer		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 224 Days
102271		6/24/15 11:27 AM	3rd Level Support
Category: Network		SubCategory:	
Last Modified by Henri Bryce on			Duration: 222 Days
102278		6/25/15 10:45 AM	1st Level Support
Category: Misc. Software		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 222 Days
102263		6/26/15 11:25 AM	2nd Level Support
Category: Report Outage or Error		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 221 Days
102265		6/27/15 11:52 AM	3rd Level Support
Category: Report Outage or Error		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 220 Days
102264		6/28/15 11:42 AM	2nd Level Support
Category: Report Outage or Error		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 219 Days
102235		6/29/15 12:23 PM	3rd Level Support
Category: Computer		SubCategory: Submit Incident	
Last Modified by Henri Bryce on			Duration: 219 Days

IncidentAging

Printed on 2/02/16 10:36 AM Page 4 of 4

Sample SLA Report:

### Priority 3 Incidents Still Awaiting Response

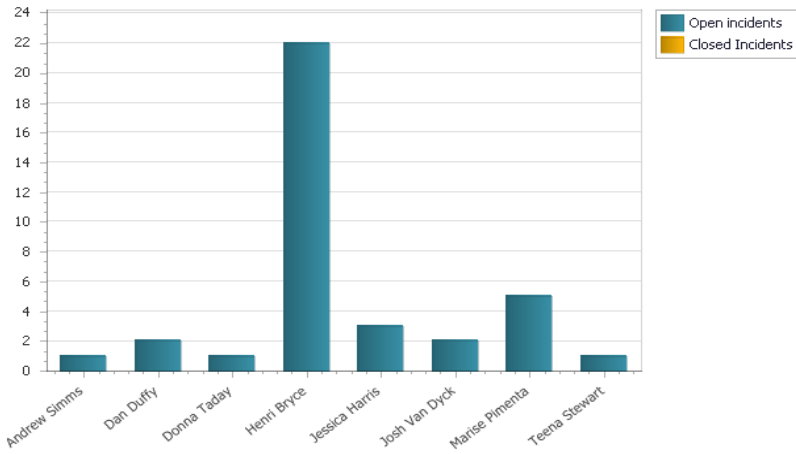


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Page 1 of 2

Sample Staff Workload Report

### Staff Workloads



Owned By	Created Date	Category	Status	Priority
	06/20/2014	Desktop Client	New	
	07/10/2014	Desktop Client	New	2
	09/12/2014	Peoplesoft	New	4

Count: 3



## Summary of Cherwell's Mobile Capabilities

Below is an overview of the capabilities for the native apps for Android and iOS.

**Native Android App** - Cherwell Mobile's Android app offers mobile dashboards and built-in business intelligence, map view and location awareness, user-configurable mobile alerts, OnDemand Reporting™, quick search, camera-oriented features and barcode scanning. For the first time in the service management industry, the native Android application delivers unique consumerization features such as Gesture Recognition (which allows the app to instantly interpret touch gestures and other common user gestures); Enhanced Voice Search, and Pinboards, (which permit customers to create their own Pinboards and pin tasks, search results, or other items of interest). Cherwell Mobile also provides advanced integration and high performance, taking advantage of all features of the latest Android market devices.



**Native iOS App** - iCherwell is the only native iOS® app designed specifically for ITSM technicians that delivers access on all iOS 7.0 devices, including any iPhone, iPad and iPad Air—and backwards-compatible to iOS 5.0. Key features include: quick resolution of issues and real-time record editing from anywhere, location awareness to quickly isolate any IT Incident or asset (accuracy to 9 feet depending on device and environment), instant access to all custom business objects, improved customer service with full data access (including record attachments) and record drilldown capabilities from anywhere and more.

iCherwell can determine an IT technician's current location and the location of Business Object records nearby. For example, iCherwell can be used to locate all Incidents nearby, or to locate a printer (Configuration Item) for an active Incident. Map View and the ability to calculate proximity make Location Awareness even more powerful.

And for other popular phones and tablets such as Android, BlackBerry, and Windows, the Cherwell mobile browser offers the same powerful dashboards and access to records as iCherwell.

## **Overview of Cherwell's HR Case Management Application**

IT service management is no longer just for IT. Process automation and the ITIL framework can be applied to business units across the organization. Cherwell's HR Case Management mApp enables human resources teams to deliver employee services quickly and efficiently. The application allows fulfillment teams to streamline and automate common HR requests and provides focused knowledge to proactively solve issues before cases need to be created. The application can operate as an independent solution or part of a larger enterprise service management strategy, which drives fulfillment of IT, Facilities, Marketing, Legal, and other service requests.

**Improve HR Service Delivery** – Customers expect fast and efficient delivery of services regardless of the service provider. With the Cherwell HR Case Management mApp, an easy to navigate HR Portal can be made available to users to quickly request service or report HR-related issues. HR announcements, alerts, service requests, and employee forms can be made available in a single location for quick and easy access. The ability to automatically assign requests to the HR fulfillment team ensures nothing falls through the cracks. And, dashboards deliver real time information, such as team assignments to HR management without the clutter from other lines of business.

**Facilitate Innovation Across the Business** – Rather than owning innovation, why not facilitate innovation by coordinating a modern method for HR to deliver services? Organizations can also incorporate facilities and other non-IT services into the enterprise portal making it convenient for users to request services from a single corporate site. For example, IT, Facilities, Business Operations, Printing and Imaging, Marketing, HR, and Accounting can co-exist in a single system of record.

**Standardize HR Management Processes** – The Human Resources department handles requests that range from new hire administration, to benefits inquiries, and terminations. Each of these services can involve numerous people, tasks, and documentation. Cherwell provides the ability to standardize the services you deliver and define repeatable processes for consistent service. For example, HR checklists aid in tracking the many different action items and documents associated with requests.

**Increase ROI of ITSM Solution** – Using Cherwell in all departments that deliver services instantly increases your ROI. Not only are you leveraging a single platform to deliver services, but communication across departments is easier. The productivity improvements and operational efficiencies experienced as you automate processes across all departments positively impacts the bottom line.

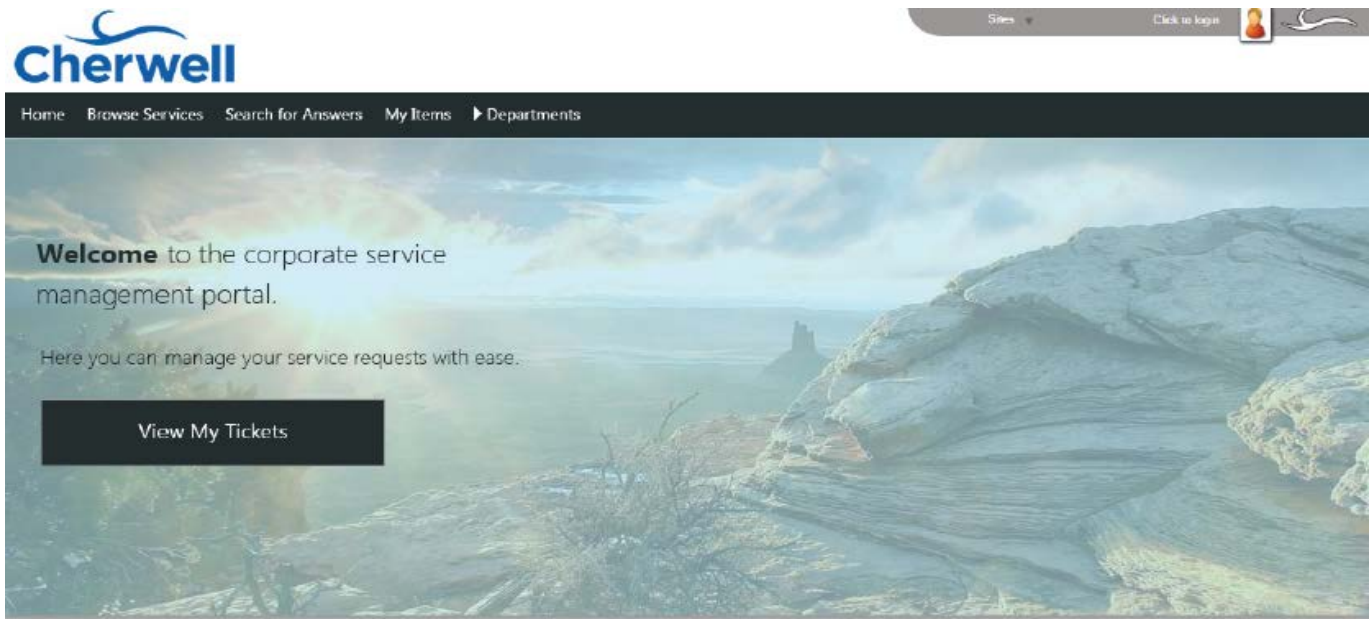
### **Features**

- Integrated user portal that allows end users to monitor the status of their requests across all departments.
- Custom, role-based dashboards for monitoring HR metrics and trends.
- HR checklists for detailed tracking of work for different types of complex HR Requests.
- Document delivery capabilities - deliver HR documents, such as how-to's and links to other core HR applications to employees through the portal.
- Outlook calendar integration and the ability to schedule follow-up work.
- HR specific SLAs to track and proactively notify for response and resolution targets.
- Access to HR specific knowledge articles.
- Unique HR service catalog items.

### **Benefits**

- Increase ROI of ITSM solution.
- Standardize HR management processes.
- Improve HR service delivery.
- Streamline business operations with a single system of record.
- Facilitate innovation across the business.

In the screen below is a sample “Portal Home Page” showing how you can access pages for IT, HR etc.



Please select a department below:



**IT Service Desk**

Submit your computer help/support requests here and we'll get to them as soon as possible. We can also browse



**Accounting**

Please use this accounting services portal to submit invoices, employee timesheets, upload expense reports and make



**Facilities**

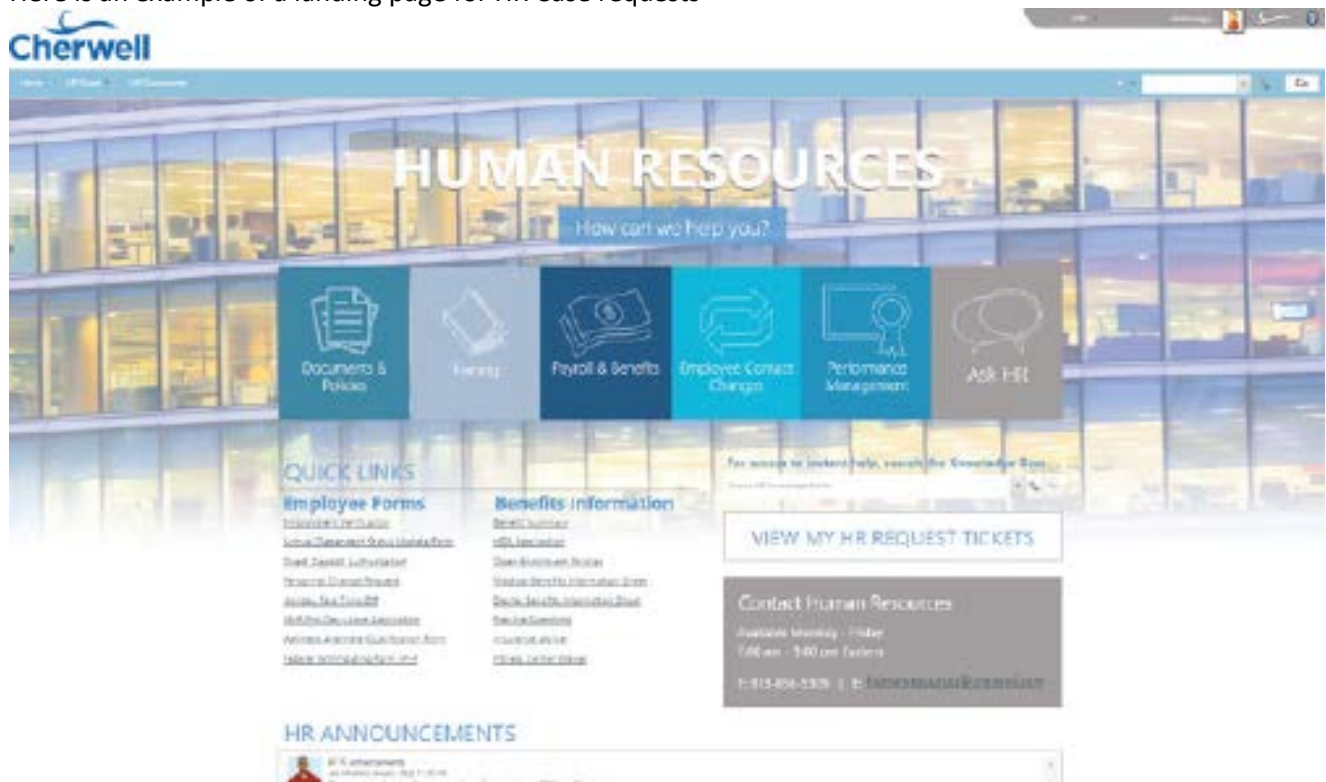
Submit a Work Order Request if you need something cleaned, repaired, installed, moved, replaced or fixed.



**Human Resources**

Access benefit and payroll information, as well as get information about all the great programs that are available to you!

Here is an example of a landing page for HR Case requests



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## Exhibit “B” Avante Value Add

The following section highlights some of the key differentiators that Avante brings to our Professional Services Engagements and is comprised of: **Importance of Staff Education & Buy In "NO CHARGE Workshops"**, **Better System Designs Equate to Higher ROI**, **Management Reporting that Enables Decision Making**, and **Importance of an Effective Classification Methodology**.

### **Importance of Staff Education & Buy In "No Charge Workshops"**

For every process being implemented Avante offers Educational Workshops at **No Charge**. The purpose of these workshops is to discuss the process framework and best practices in relation to the organization’s business alignment objectives and outcomes driving the initiative. If you select Avante you can request we provide these workshops (typically 1/2 - 1 day per process). When team members embrace the new processes, we see greater success of the project.

According to Allan Furman of Madden Communications Inc., “The Avante differentiator was their understanding that the biggest risk in change was not technology-based, but rather effectively engaging our people in the process. Avante focused on educating the IT team on how processes and system design must be aligned specifically to the outcomes and objectives that are defined by key stakeholders – only then would a “win win” for the IT department and the employees / business operations being supported. In the absence of upfront planning and education, we would have run the risk of IT members reverting back to earlier behavior and biases towards how things were done in the past or their previous place of employment.”

### **Better System Designs Equate to Higher ROI**

In our opinion, the biggest factor an external vendor can have in driving an organization’s Return on Investment on their technology deployment is the design. System designs are not all created equal! When the system design is not based on a thorough understanding of the organizations requirements (both business and technical) there is risk that the users and management will be unhappy with the final deliverable.

When it comes to the design of the newly selected technology, we often find organization’s requirements are based on the various individual stakeholders’ experiences accumulated at their current or previous place of employment. In those cases where this observation is challenged, the stakeholder may challenge their position by saying the “change” will not be accepted. By focusing on the requirements of the business coupled with our experience with successful deployments of the Cherwell technology we assist our clients with embracing the changes and improvements to their processes.

In summary, our goal is to present a system design along with the business requirements and desired outcome. It needs to be emphasized that only if the system design is aligned to the specific outcomes and objectives can there be a mutual gain for the IT department and the users / business operations being supported.

### **Management Reporting that Enables Decision Making**

Management reporting is essential to any service management initiative; however, many organizations face challenges with report generation. There are a number of factors that influence this and often we find that organizations that focus on replicating existing reports miss the opportunity to discover what data is truly important for the business to measure. By focusing on what metrics will help the organization measure improvement in the services they provide to the business as well as the efficiencies gained by the IT department will result in the reporting that will truly allow for effective decision making.

Another common symptom of reporting is the focus upon quantity rather than quality; in the absence of knowing what to report on, organizations provide a report on almost everything making it difficult to focus attention on key areas that impact service desk performance.

As part of our requirements workshops, we help assure our clients that the data elements that will lead to this improved reporting are included in the final system design.

### **Importance of an Effective Classification Methodology**

We find that many organizations struggle with defining an effective Classification Methodology across all their ITIL processes. However, for most organizations, it is the Incident Process that proves the most challenging.

Our audits of organization's Incident Classifications (as well as direct feedback from many of our clients) reveal that there is a high probability that identical Incidents are classified inconsistently. As a result, the technology benefits in the following areas can be significantly impaired: Reporting, Searching, Knowledge Retrieval, Incident Matching, Service Levels, and Assignments / Escalations. We look forward to the opportunity to present our classification methodology to your team.

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## Exhibit "C" Overview of Cherwell's Workflow Builder

### Overview of Cherwell's Workflow Builder

One of Cherwell's key strengths is the ease-of-administration which is extremely robust (you can create completely new business objects/applications/modules) yet simple to use (requires no scripting). Cherwell call's this Codeless Business Application Technology (CBAT).

As an example of the ease of configuration, especially compared with other system, we have provided information below regarding building workflow.

### PROCESS BUILDING OVERVIEW

Workflow and process automation is facilitated with the Business Process feature within the application. The Business Process feature allows for workflow and process automation to be configured and managed using an easy to use graphical interface.

At the core is a robust processing engine that allows for the ability to create workflow based upon three (3) different types of events. These events are as follows:

**Simple Action/Event** – This business process waits for an action to occur such as a business object being created or an item added to a queue. When the event occurs, a One-Step (the action) can be launched.

**Threshold-based Process** – This business process watches a value and performs an action when a threshold is crossed.

**Visual Workflow Process** – This business process allows you to define a sequence of time based and event-based steps that handle a business object as it passes through its various stages using an easy to use workflow designer. To create a new workflow process, the administrator module is used and based upon the user's security credentials, the user may be permitted to view, add, edit and delete a configured workflow process.

When the user accesses the business processes, they are presented with a listing of all processes configured and their applicable status.



Automation Process	Business Object	Type	Status
Activate Dependent Tasks	Task	Simple Actio...	Disabled
Change - EMail Approval	Approval	Simple Actio...	Disabled
Change - Escalate 4 hours after End ...	Change Request	Visual workfl...	Disabled
Change - Notify Problem Owner	Change Request	Simple Actio...	Disabled
Change Approval Notifications	Change Request	Simple Actio...	Disabled
Inactivity Escalation	Problem	Visual workfl...	Disabled
Incident - Not Touched in 3 Days	Incident	Visual workfl...	Disabled
Incident - Confirmation Email on Crea...	Incident	Simple Actio...	Disabled
Incident - Send Survey	Incident	Simple Actio...	Disabled
Last Logon 90 Days Ago - Customer ...	Customer - Internal	Visual workfl...	Disabled
License Usage Tracking in Hours	CSM License Usage	Visual workfl...	Enabled
License Usage Tracking in Minutes	CSM License Usage	Visual workfl...	Enabled
Notify Change owner of assignment	Change Request	Simple Actio...	Disabled
Notify Change team of assignment	Change Request	Simple Actio...	Disabled
Notify Incident owner of assignment	Incident	Simple Actio...	Disabled
Notify Incident team of assignment	Incident	Simple Actio...	Disabled
Notify Knowledge Article owner of as...	Knowledge Article	Simple Actio...	Disabled
Notify Knowledge Article team of ass...	Knowledge Article	Simple Actio...	Disabled

To add a new workflow, the user just selects the new feature and chooses the type of workflow that is required. Based upon the type of workflow required a configuration form is displayed.

### Simple Action/Event

With the Simple Action / Event the user defines the following:

- Event Information
- Action Taken
- Event Configuration

Simple Action/Event Automation Process

Name:

Description:

Business object:   Show all

Execution priority:

Event:

Limit Records

Limit Based On

Query:

Field:  Value:

Expression:

OK Cancel

## Action Taken

The screenshot shows a dialog box titled "Simple Action/Event Automation Process". It contains the following fields and options:

- Name:** Sample 1
- Description:** Sample for Texas
- Business object:** Incident (with a "Show all" checkbox checked)
- Execution priority:** Normal
- Event:** Incident created
- Action section:**
  - One-Step:** Incident Confirmation (selected with a radio button)
  - Execute Action:** (empty text field)
  - Action button:** A button with a right-pointing arrow.

On the left side, there is a sidebar with icons for "Limit Records", "Action" (highlighted in blue), and "Execute Action". At the bottom right, there are "OK" and "Cancel" buttons.

## Threshold Process

With the Threshold Process the user defines the following:

- Threshold Event and Action Taken

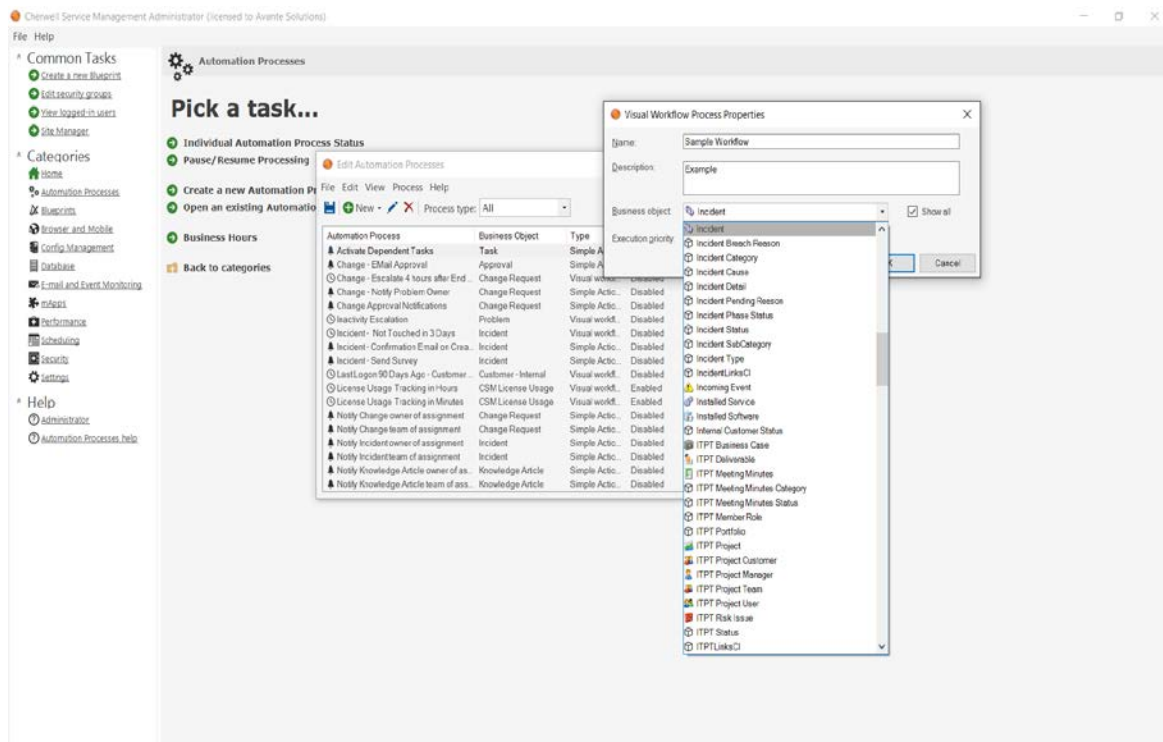
The screenshot shows a dialog box titled "Threshold-Based Automation Process". It contains the following fields and options:

- Name:** Too many open Incidents
- Description:** If there are too many open E-mail/Calendaring Incidents, a threshold e-mail will automatically be sent.
- Business object:** Incident (with a "Show all" checkbox checked)
- Execution priority:** Normal
- Value section:**
  - Value:** (empty text field)
  - Values section:**
    - Number of records:** (selected with a radio button)
    - Function:** (empty dropdown menu)
    - F:field:** (empty dropdown menu)
    - Duration function:** (empty dropdown menu)
    - Start field:** (empty dropdown menu)
    - End field:** (empty dropdown menu)
    - Units:** (empty dropdown menu)

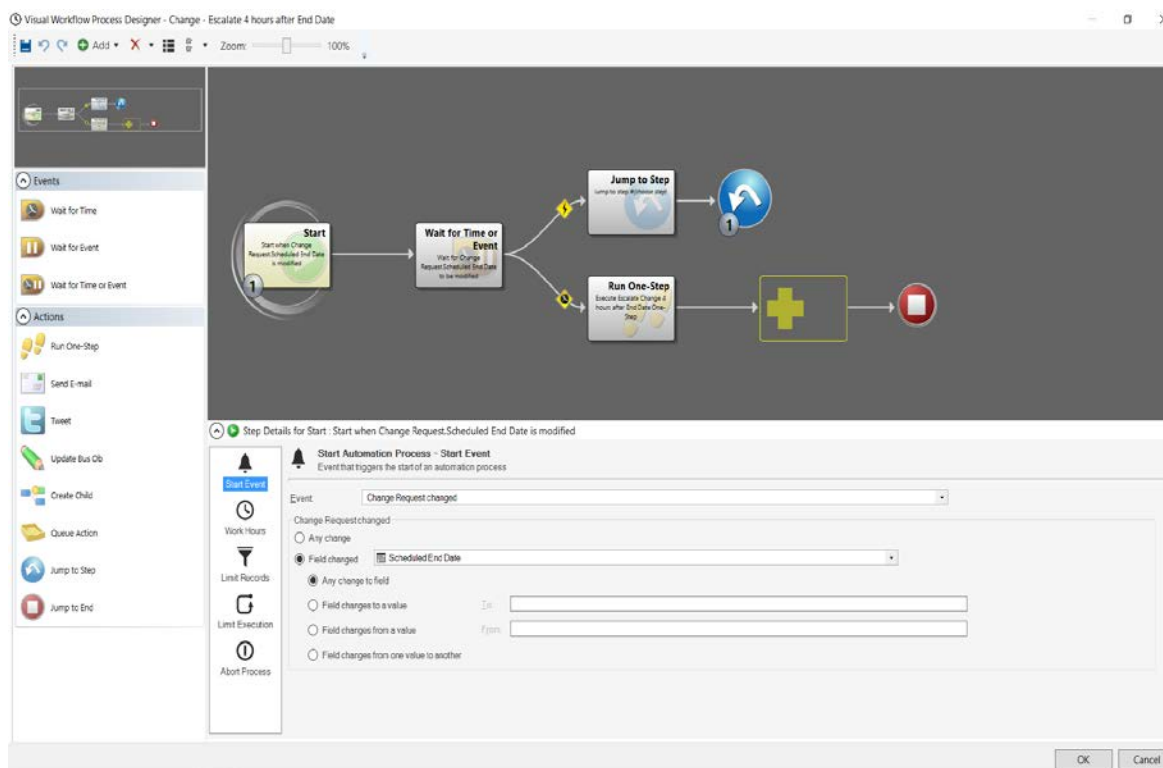
On the left side, there is a sidebar with icons for "Value" (highlighted in blue), "Criteria", and "Thresholds". At the bottom right, there are "OK" and "Cancel" buttons.

## Visual Workflow Process

Begin the process of creating a new visual workflow by selecting the business object that the workflow is applicable for:



The visual workflow process designer is displayed and the user simply drags and drops the process objects onto the desktop



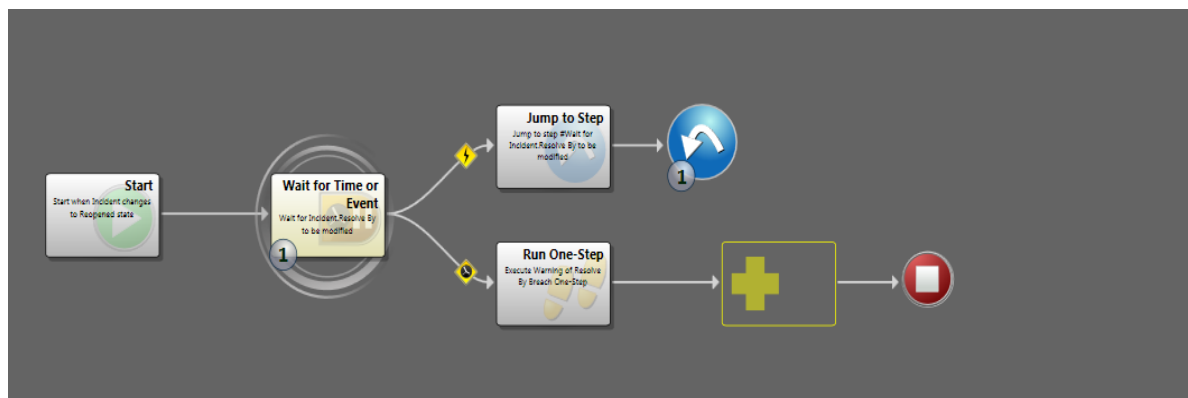
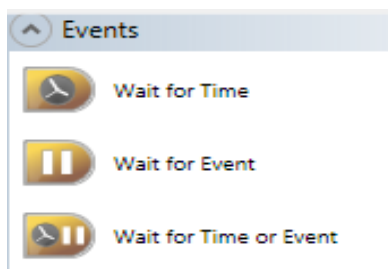
Event objects are used to monitor for certain events that will occur in the system. These are dragged from the event task pane and dropped into the visual diagram. The event object configuration form is then displayed so that the event can be defined.

Event Type choices are the following:

**Wait for Time** – Wait until a specific date / time has passed. For example, a monitored SLA date / time has not been met.

**Wait for Event** – Wait until a specific event has occurred. For example, the status of a service request changes to Pending Approvals.

**Wait for Time or Event** – Wait for a specific event to occur. If the Event does not occur in a specific amount of time, take the defined action that is associated with the process. For example, a new task has been created and assigned to a specific team. If the team does not resolve the task by a specific time, an escalation email may be sent.



Current step details

**Wait for Event - Event**  
Event to wait for and how long to wait

Wait from: Start when Incident changes to Reopened state

Event: Incident changed

Incident changed

Any change

Field changed Resolve By

Any change to field

Field changes to a value To: \_\_\_\_\_

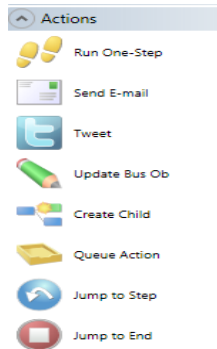
Field changes from a value From: \_\_\_\_\_

Field changes from one value to another

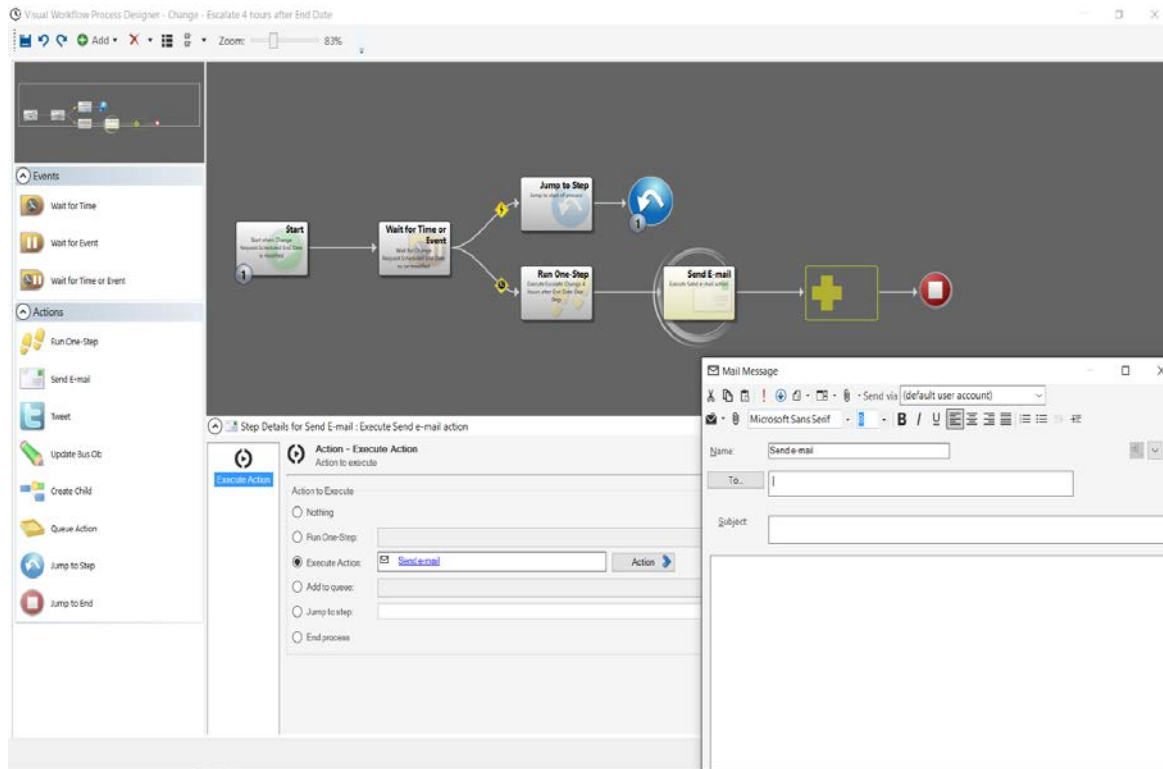
Once the event is defined, the user then drags an action item from the action task pane into the diagram and drops it onto the respective event that was just defined. Action Choices are the following:

- Run A One-Step (Cherwell's easy to use scripted action items)
- Send E-Mail
- Send Tweet
- Update Business Object – Update a record.

### And More



Once the action is added to the workflow, the action then can be defined. For example, an email action is used; the email content would be defined.



Once the new workflow is saved and published, the new process or process changes will become active. Any workflow business process can be edited and customized based upon the user's security entitlement using the same interface that is used when creating a new workflow business process.

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## Exhibit “D” Sample Contracts and Agreements

As we are submitting a response that includes both the Cherwell licenses and the Avante Professional Services we have provided a copy of the agreements applicable to both organizations. The **Cherwell Sample Agreements** begins immediately below and the **Avante Master Service Agreement** begins on page 148.

### Cherwell Sample Agreements

*Below we have provided Cherwell Sample Agreements for the licensing of Cherwell Software including: The Cherwell End User License Agreement, the Cherwell End User Subscription Agreement, and the Cherwell Hosting Addendum. Note that if you elect to move forward with our proposal, we will provide final versions of all agreements. **Cherwell requires these documents be signed by the University if we are awarded the bid.***

*Avante has confirmed we have reviewed the terms and conditions included in your RFP and have also communicated these to Cherwell Software and while we agree in principle to a majority of the terms, we are prepared to negotiate in good faith minor changes to those terms should we be your selected vendor.*

*Avante is an authorized reseller partner of the developer whose software product is part of this response. The developer, Cherwell Software, LLC, is the licensor of the software and all use of and rights related to the Cherwell Service Management software are governed exclusively by Cherwell’s End-User License Agreement or End-User Subscription Agreement (and Hosting Addendum, if applicable). Avante is not authorized to alter, amend or vary the terms and conditions of Cherwell’s end-user license agreements.*

### CHERWELL END-USER LICENSE AGREEMENT

THIS END-USER LICENSE AGREEMENT (“EULA”), TOGETHER WITH ANY APPLICABLE CHERWELL ORDER CONFIRMATION FORM THAT REFERENCES THIS EULA (COLLECTIVELY, THE “AGREEMENT”), IS BETWEEN CHERWELL SOFTWARE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“CHERWELL”), AND THE CUSTOMER IDENTIFIED ON THE ORDER CONFIRMATION FORM (“CUSTOMER”). THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND CHERWELL REGARDING THE CHERWELL SOFTWARE PRODUCTS (“LICENSED SOFTWARE”) AND THE MAINTENANCE AND SUPPORT AND PROFESSIONAL SERVICES THAT ARE LISTED ON THE ORDER CONFIRMATION FORM. BY INSTALLING OR USING THE LICENSED SOFTWARE, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

#### 1. GRANT OF LICENSE

**1.1 Perpetual License.** The Licensed Software, which includes all configurable and executable application content or "Blueprints," is licensed to Customer for use subject to the terms of this Agreement. Cherwell hereby grants to Customer and Customer fully accepts, upon delivery, a nonexclusive, nontransferable and perpetual (unless terminated as provided below) right to use only the executable version (no source code) of the Licensed Software. Customer is allowed only the number of concurrent users of the Licensed Software as shown on the Cherwell Order Confirmation Form. If Customer wishes to expand the number of authorized concurrent users covered by the license, Customer can purchase additional user licenses. Customer’s authorized concurrent users of the Licensed Software can include Customer, its subsidiaries and affiliates, and their employees and authorized representatives, agents and contractors. Customer may install copies of the Licensed Software in non-production environments, for purposes of testing, development or disaster recovery, provided, however, that such copies cannot be used for production purposes and there cannot be more than one installation of the Licensed Software in a production



environment. In no event shall the number of concurrent users in a production environment exceed the authorized concurrent users covered by the license.

**1.2 Intellectual Property Rights.** The Licensed Software is protected by copyright and other intellectual property laws. Cherwell retains all rights, title and interest in and to the Licensed Software. Customer agrees that this is a license only and that no title passes to Customer. If Customer makes or installs copies of the Licensed Software as provided in this Agreement, the original and all copies of the Licensed Software may not leave Customer's control and are owned by Cherwell. Customer retains all rights to its data.

**1.3 Restrictions.** To the maximum extent permitted by applicable law, Customer may not resell or otherwise transfer for value the Licensed Software without the written consent of Cherwell. Customer may not export, ship, transmit, or re-export the Licensed Software in violation of any applicable law or regulation, including, without limitation, the Export Administration Regulations issued by the United States Department of Commerce and the United States trade embargoes and economic sanctions administered by the U.S. Treasury Department, Office of Foreign Assets Control, or any such similar law or regulation issued by such other governmental entity which may have jurisdiction over such export. Customer agrees not to: (i) modify, decompile, disassemble or reverse engineer the object code portions of the Licensed Software; (ii) distribute, rent, lease or lend the Licensed Software; or (iii) use the Licensed Software except as expressly permitted under this Agreement.

## **2. INDEMNIFICATION**

**2.1 Cherwell shall defend,** indemnify and hold Customer harmless against all third party claims, suits, proceedings, costs, damages, losses and expenses (including reasonable attorneys' fees), and judgments incurred, claimed or sustained by Customer arising out of or related to any allegation that any portion of the Licensed Software (including any updates, error corrections, or upgrades thereto), when used solely in the manner and for the purpose for which it was licensed hereunder, violates any patent, copyright, trade secret, trademark, or other third party intellectual property right. If a claim is filed in a court or other administrative proceeding seeking to enjoin the use of the Licensed Software, Cherwell shall either: (i) at Cherwell's cost, procure for Customer the right to continue to use the relevant portion of the Licensed Software; (ii) replace, at Cherwell's cost, the relevant portion of the Licensed Software with a substitute product that functions substantially in accordance with the applicable specifications for that portion of the Licensed Software; or (iii) at Cherwell's cost, modify the Licensed Software so that it does not infringe or misappropriate, provided that the Licensed Software, as modified, continues to perform substantially in accordance with the applicable specifications.

**2.2 Cherwell's indemnification** obligation pursuant to the above shall not apply to the extent any infringement claim is found to be caused by (i) Customer's use of the Licensed Software in a manner that is not provided for under this Agreement or Cherwell's user documentation; or (ii) Customer's use, operation or combination of all or any component or portion of the Licensed Software with all or any portion of other software, equipment or systems not provided or required by Cherwell. As a condition precedent to any liability of Cherwell, if Customer receives notice of any infringement claims for which indemnification may be available under the above, Customer must promptly notify Cherwell in writing of the infringement claim.

**2.3 Cherwell will have the right to control the defense,** select counsel, and direct the course of resolution, including settlement of any infringement claim (but only if the settlement does not include an admission of liability by Customer, does not involve more than the payment of money and grants Customer a full and unconditional release from all liability with respect to the claim). In addition to the defense provided by Cherwell, Customer may elect to retain its own counsel, but Cherwell will not be responsible for any fees or expenses of such counsel.

## **3. WARRANTIES AND DISCLAIMERS**

**3.1 Limited Warranties.** Each party represents and warrants to the other that it has the legal power to enter into this Agreement. Cherwell further represents and warrants that: (a) it has the right to grant to Customer the license to use the Licensed Software as set forth in this Agreement without violating any rights of any third party and that, to the best of Cherwell's knowledge, the Licensed Software does not infringe or otherwise violate any intellectual property rights of any third party; (b) the Licensed Software shall operate in material compliance with Cherwell's user documentation; (c) all services provided by Cherwell pursuant to this Agreement relating to the Licensed Software will be performed in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Cherwell's industry; and (d) the Licensed Software shall be delivered free of any virus or otherwise malicious code, or any code or command intended to bring down the Licensed Software or Customer's computers/networks automatically or upon command or otherwise impair their use.

**3.2 Limited Remedy.** In the event of any breach of warranty, Customer's sole and exclusive remedy shall be for Cherwell to either correct or replace, at no additional charge to Customer, any portion of the Licensed Software or services found to be defective or, if Cherwell is unable to correct or replace the defect, refund the license fees and any prepaid but unused Maintenance and Support or hosting fees paid to Cherwell by Customer; and in the event Cherwell introduces any virus or such disabling code or commands into the Licensed Software or any of Customer's equipment, make commercially reasonable efforts to restore any and all data or programming lost by Customer as a result of such virus or disabling code.

**3.3 Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTION 3 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. CHERWELL DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH IN THIS SECTION 3, CHERWELL MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

#### **4. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES**

**4.1 Limitation of Liability.** To the maximum extent permitted by applicable law and except for Customer's payment obligations under this Agreement and Cherwell's obligation to indemnify Customer under Section 2, each party's entire liability under this Agreement shall be limited to the amount paid by Customer for the Licensed Software, which does not include any amounts paid for related services.

**4.2 Exclusion of Consequential and Related Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, LOSS OF USE OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION UNDER SECTION 2 INCLUDES SUCH DAMAGES. IN PARTICULAR, AND WITHOUT LIMITATION, CHERWELL SHALL HAVE NO LIABILITY FOR ANY DATA STORED OR PROCESSED WITH THE LICENSED SOFTWARE.

#### **5. MAINTENANCE AND SUPPORT AND SERVICES**

**5.1 General.** Maintenance and Support is offered on no less than an annual basis and will commence and be invoiced in accordance with the Order Confirmation Form. Cherwell will invoice Customer for Maintenance and Support renewal fees at least sixty (60) days prior to the end of each term. Maintenance and Support fees increase as Customer adds additional concurrent user licenses. Failure to pay any amount due under this Agreement may result in suspension of Maintenance and Support. If Maintenance and Support is interrupted as a result of expiration or termination, Customer may be charged a reinstatement fee equal to the cost of Maintenance and Support for the period from the date of expiration or termination to the date of renewal.

**5.2 Maintenance.** “Maintenance” entitles Customer to receive updates, upgrades, patches, bug fixes and new releases or versions of the Licensed Software, including updated documentation, as Cherwell may provide from time to time without requirement of a separate license agreement, and without additional charge other than payment of the annual Maintenance and Support fee.

**5.3 Support.** Where provided by and purchased from Cherwell, “Support” entitles Customer to technical assistance with Customer’s ongoing use of the Licensed Software, Monday through Friday, 6:00 a.m. to 6:00 p.m. (Mountain Standard Time). Cherwell will provide support for the most current version of the Licensed Software and one prior version, including interim releases between the two versions; for example, upon release of version 5.x Cherwell will support version 5.x and 4.x. Cherwell may provide limited support for older versions. Cherwell will use its best efforts to answer Customer’s specific questions and provide support in accordance with Cherwell’s service and support guidelines. Support does not include any third party products that are not part of the Licensed Software.

**5.4 Professional Services.** Where provided by and purchased from Cherwell, “Professional Services” may include training, implementation, installation, on-site assistance, customization, and configuration of the Licensed Software. The total “Professional Services” fee quoted on the Cherwell Order Confirmation Form, if any, is an estimate of the number of days required based on Cherwell’s current understanding of Customer’s stated implementation requirements. A statement of work shall be mutually agreed upon prior to commencement of any Professional Services.

## **6. TERM/TERMINATION**

**6.1 Effective Date and Term.** This Agreement is effective as of the earlier of the date set forth on the Cherwell Order Confirmation Form or the date Customer first installs or uses the Licensed Software (the “Effective Date”). Customer’s right to use the Licensed Software shall continue in perpetuity unless and until Cherwell terminates this Agreement for material breach by Customer. The parties acknowledge and agree that the license granted pursuant to Section 1 shall survive termination or expiration of Maintenance and Support Services.

**6.3 Termination.** Either party may terminate this Agreement upon written notice to the other party if the other party fails to cure a material breach of this Agreement within thirty (30) days of written notice of the breach from the terminating party. If Customer elects to terminate only Maintenance and Support for Cherwell’s failure to cure a material breach of its Maintenance and Support obligations, Cherwell shall return to Customer any prepaid but unused Maintenance and Support fees, on a monthly pro-rata basis as of the date Cherwell was notified of Customer’s intent to terminate. Upon any termination by Cherwell for an uncured breach by Customer, unless such termination is with regard to Maintenance and Support services only, Customer agrees to remove all Licensed Software from its computers, destroy all copies of the Licensed Software, and, upon request from Cherwell, certify in writing its compliance.

## **7. CONFIDENTIALITY**

**7.1 Definition.** As used in this Agreement, “Confidential Information” means any information, whether oral or written, designated by a party as confidential or that reasonably should be understood to be confidential or proprietary in nature. Customer’s Confidential Information shall include Customer data stored or processed with the Licensed Software. Cherwell’s Confidential Information shall include the Licensed Software. Confidential Information of each party shall include the terms of this Agreement (but not the fact of its existence), as well as each party’s business and marketing plans, financial data, employee data, product plans and designs, and technical information. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public other than by breach of this Agreement; (ii) was known to the receiving party prior to its disclosure; (iii) becomes known to the receiving party after proper disclosure from a third party not under an obligation of confidentiality; or (iv) was disclosed to the minimum extent necessary to comply with a lawful court

order or government law or regulation, provided that in the case of (iv) the disclosing party shall provide the other party with advance written notice thereof and reasonably cooperate with the other party to limit disclosure and obtain protective orders or other relief as appropriate.

**7.2 Protection.** Each party agrees to hold the other party's Confidential Information in strict confidence and to treat such other party's Confidential Information with at least the same degree of care employed with respect to its own Confidential Information (but in no event less than reasonable care). Neither party shall (i) use the other party's Confidential Information for its own account or in any manner not contemplated by this Agreement; nor (ii) disclose the other party's Confidential Information to a third party without the prior written consent of the other party. Both parties shall limit access of each others' Confidential Information to those of its employees, contractors and agents who have a need for such access and who are bound to confidentiality obligations substantially similar to those set forth in this Section. This Section shall survive termination or expiration of the Agreement (for any reason) for a period of three (3) years.

## **8. MISCELLANEOUS**

**8.1 Severability.** If any of the terms, or portions thereof, of this Agreement are invalid or unenforceable under any applicable statute or rule of law, the court shall reform the Agreement to include an enforceable term as close to the intent of the original term as possible; all other terms shall remain unchanged.

**8.2 Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Cherwell relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, proposals and negotiations, whether written or oral. Any additions to, or modifications of, this Agreement shall be binding upon the parties only if in writing and executed by a duly authorized representative of Customer and Cherwell. TERMS AND CONDITIONS OF ANY CORRESPONDING PURCHASE ORDER OR OTHER DOCUMENT RELATING TO THE LICENSED SOFTWARE THAT ADD TO OR CONFLICT WITH THE TERMS CONTAINED IN THIS AGREEMENT SHALL BE DEEMED MATERIAL AND ARE REJECTED.

**8.3 Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

**8.4 Past Due Accounts.** Any invoices not paid within the time period agreed on the Order Confirmation form and not disputed in good faith may be subject to a monthly finance charge of 1.5% of amounts due or the maximum amount allowed by law, whichever is lower. CHERWELL MAY WITHHOLD ANY APPLICABLE LICENSE KEY OR PASSWORD UNTIL ALL AMOUNTS DUE FOR THE LICENSED SOFTWARE ARE FULLY PAID.

**8.5 Assignment.** This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective successors and permitted assigns. A party may not assign any of its rights, obligations, or responsibilities under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, except that neither a change in control in the assigning party nor assignment to any entity (other than a competitor of the other party) that controls, is controlled by or is under common control with the assigning party, shall be deemed an assignment in violation of the foregoing; provided, however that the assigning party gives the other party thirty (30) days advance written notice of any such change in control or assignment.

**8.6 Choice of Law.** This Agreement is governed under the laws of the state of Delaware, without regard to its conflicts of laws principles. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**8.7 Third Parties.** No person who is not a party to this Agreement has or shall have any right to enforce any term of this Agreement and no consent of any third party shall be required for any cancellation or variation of the Agreement. Cherwell may authorize certain third parties, such as value-added resellers or solutions partners

("Partners"), to distribute the Licensed Software and Maintenance and Support Services. Partners are not authorized to modify this Agreement or the rights granted to Customer with regard to the Licensed Software. If Customer purchases Support Services or Professional Services to be performed by the Partner, the terms of any agreement between Customer and Partner for such services shall govern, and Cherwell shall not be liable or responsible for Partner's performance under such agreement.

**8.9 Taxes.** Unless otherwise stated on an Order form, Cherwell's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including without limitation value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement. If Cherwell has the legal obligation to remit or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to, and paid by Customer, unless Customer provides Cherwell with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, Cherwell is solely responsible for taxes assessable against Cherwell based on its income, property or employees.

Signature lines for the EULA are located on the Cherwell Order Confirmation form to which the EULA is incorporated by reference.

## CHERWELL END-USER SUBSCRIPTION AGREEMENT

THIS END-USER SUBSCRIPTION AGREEMENT (“EUSA”), TOGETHER WITH ANY APPLICABLE CHERWELL ORDER CONFIRMATION FORM THAT REFERENCES THIS EUSA (COLLECTIVELY, THE “AGREEMENT”), IS BETWEEN CHERWELL SOFTWARE, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“CHERWELL”), AND THE CUSTOMER IDENTIFIED ON THE ORDER CONFIRMATION FORM (“CUSTOMER”). THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND CHERWELL REGARDING THE CHERWELL SOFTWARE PRODUCTS (“LICENSED SOFTWARE”) AND THE MAINTENANCE AND SUPPORT AND PROFESSIONAL SERVICES THAT ARE LISTED ON THE ORDER CONFIRMATION FORM. BY INSTALLING OR USING THE LICENSED SOFTWARE, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

### 1. GRANT OF LICENSE AND SUBSCRIPTION

**1.1 Subscription License.** The Licensed Software, which includes all configurable and executable application content or "Blueprints," is licensed to Customer for use subject to the terms of this Agreement. Cherwell hereby grants to Customer and Customer fully accepts, upon delivery, a nonexclusive, nontransferable right to access and use only the executable version (no source code) of the Licensed Software, during the term of the Subscription Service, as described below (the “Subscription Service”). This is not a perpetual use license; rather, Customer is using the Licensed Software pursuant to the Subscription Service and for a limited duration. Customer is allowed only the number of concurrent users of the Licensed Software as shown on the Cherwell Order Confirmation Form. If Customer wishes to expand the number of authorized concurrent users covered by the license, Customer can purchase additional user licenses. Customer’s authorized concurrent users of the Licensed Software can include Customer, its subsidiaries and affiliates, and their employees and authorized representatives, agents and contractors. Customer may install copies of the Licensed Software in non-production environments, for purposes of testing, development or disaster recovery, provided, however, that such copies cannot be used for production purposes and there cannot be more than one installation of the Licensed Software in a production environment. In no event shall the number of concurrent users in a production environment exceed the authorized concurrent users covered by the license.

**1.2 Subscription Service Term.** This Agreement is effective as of the earlier of the date Customer first uses or installs the Licensed Software or the date set forth on the Cherwell Order Confirmation Form (the “Effective Date”). Customer’s right to use the Licensed Software continues until this Agreement is terminated or the Subscription Service expires. The Subscription Service is offered on no less than an annual basis and will commence and be invoiced in advance of each term in accordance with the Order Confirmation Form. Cherwell will invoice Customer for Subscription Service renewal fees at least sixty (60) days prior to the end of each term. Customer’s payment of the invoice will constitute notice of Customer’s election to renew this Agreement and the Subscription Service. Subscription fees increase as Customer adds additional concurrent user licenses. Either party may terminate this Agreement upon written notice to the other party if the other party fails to cure a material breach of this Agreement within thirty (30) days of written notice of the breach from the terminating party. Upon any termination, Customer agrees to remove all Licensed Software from its computers, destroy all copies of the Licensed Software, and, upon request from Cherwell, certify in writing its compliance. Upon termination by Customer for an uncured breach by Cherwell, Cherwell will pay Customer a pro rata refund of any prepaid but unused Subscription Fees.

**1.3 Intellectual Property Rights.** The Licensed Software is protected by copyright and other intellectual property laws. Cherwell retains all rights, title and interest in and to the Licensed Software. Customer agrees that this is a license only and that no title passes to Customer. If Customer makes or installs copies of the Licensed Software as provided in this Agreement, the original and all copies of the Licensed Software may not leave Customer’s control and are owned by Cherwell. Customer retains all rights to its data.

**1.4 Restrictions.** To the maximum extent permitted by applicable law, Customer may not resell or otherwise transfer for value the Licensed Software without the written consent of Cherwell. Customer may not export, ship,



transmit, or re-export the Licensed Software in violation of any applicable law or regulation, including, without limitation, the Export Administration Regulations issued by the United States Department of Commerce and the United States trade embargoes and economic sanctions administered by the U.S. Treasury Department, Office of Foreign Assets Control, or any such similar law or regulation issued by such other governmental entity which may have jurisdiction over such export. Customer agrees not to: (i) modify, decompile, disassemble or reverse engineer the object code portions of the Licensed Software; (ii) distribute, rent, lease or lend the Licensed Software; or (iii) use the Licensed Software except as expressly permitted under this Agreement.

## **2. INDEMNIFICATION**

**2.1** Cherwell shall defend, indemnify and hold Customer harmless against all third party claims, suits, proceedings, costs, damages, losses and expenses (including reasonable attorneys' fees), and judgments incurred, claimed or sustained by Customer arising out of or related to any allegation that any portion of the Licensed Software (including any updates, error corrections, or upgrades thereto), when used solely in the manner and for the purpose for which it was licensed hereunder, violates any patent, copyright, trade secret, trademark, or other third party intellectual property right. If a claim is filed in a court or other administrative proceeding seeking to enjoin the use of the Licensed Software, Cherwell shall either: (i) at Cherwell's cost, procure for Customer the right to continue to use the relevant portion of the Licensed Software; (ii) replace, at Cherwell's cost, the relevant portion of the Licensed Software with a substitute product that functions substantially in accordance with the applicable specifications for that portion of the Licensed Software; or (iii) at Cherwell's cost, modify the Licensed Software so that it does not infringe or misappropriate, provided that the Licensed Software, as modified, continues to perform substantially in accordance with the applicable specifications.

**2.2** Cherwell's indemnification obligation pursuant to the above shall not apply to the extent any infringement claim is found to be caused by (i) Customer's use of the Licensed Software in a manner that is not provided for under this Agreement or Cherwell's user documentation; or (ii) Customer's use, operation or combination of all or any component or portion of the Licensed Software with all or any portion of other software, equipment or systems not provided or required by Cherwell. As a condition precedent to any liability of Cherwell, if Customer receives notice of any infringement claims for which indemnification may be available under the above, Customer must promptly notify Cherwell in writing of the infringement claim.

**2.3** Cherwell will have the right to control the defense, select counsel, and direct the course of resolution, including settlement of any infringement claim (but only if the settlement does not include an admission of liability by Customer, does not involve more than the payment of money and grants Customer a full and unconditional release from all liability with respect to the claim). In addition to the defense provided by Cherwell, Customer may elect to retain its own counsel, but Cherwell will not be responsible for any fees or expenses of such counsel.

## **3. WARRANTIES AND DISCLAIMERS**

**3.1 Limited Warranties.** Each party represents and warrants to the other that it has the legal power to enter into this Agreement. Cherwell further represents and warrants that: (a) it has the right to grant to Customer the license to use the Licensed Software as set forth in this Agreement without violating any rights of any third party and that, to the best of Cherwell's knowledge, the Licensed Software does not infringe or otherwise violate any intellectual property rights of any third party; (b) the Licensed Software shall operate in material compliance with Cherwell's user documentation; (c) all services provided by Cherwell pursuant to this Agreement relating to the Licensed Software will be performed in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Cherwell's industry; and (d) the Licensed Software shall be delivered free of any virus or otherwise malicious code, or any code or command intended to bring down the Licensed Software or Customer's computers/networks automatically or upon command or otherwise impair their use.

**3.2 Limited Remedy.** In the event of any breach of warranty, Customer's sole and exclusive remedy shall be for Cherwell to either correct or replace, at no additional charge to Customer, any portion of the Licensed Software or services found to be defective or, if Cherwell is unable to correct or replace the defect, refund any prepaid but unused Subscription Service fees paid by Customer; and in the event Cherwell introduces any virus or such disabling code or commands into the Licensed Software or any of Customer's equipment, make commercially reasonable efforts to restore any and all data or programming lost by Customer as a result of such virus or disabling code.

**3.3 Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTION 3 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. CHERWELL DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH IN THIS SECTION 3, CHERWELL MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

#### **4. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES**

**4.1 Limitation of Liability.** To the maximum extent permitted by applicable law and except for Customer's payment obligations under this Agreement and Cherwell's obligation to indemnify Customer under Section 2, each party's entire liability under this Agreement shall be limited to the amount paid by Customer for the Subscription Service during the most recent 24 month period, which shall not include any amount paid for related or Professional Services.

**4.2 Exclusion of Consequential and Related Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, LOSS OF USE OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION UNDER SECTION 2 INCLUDES SUCH DAMAGES. IN PARTICULAR, AND WITHOUT LIMITATION, CHERWELL SHALL HAVE NO LIABILITY FOR ANY DATA STORED OR PROCESSED WITH THE LICENSED SOFTWARE.

#### **5. MAINTENANCE AND SUPPORT AND SERVICES**

**5.1 General.** The Subscription Service includes Maintenance and Support of the Licensed Software. Failure to pay any amount due under this Agreement may result in suspension of Maintenance and Support. If Maintenance and Support is interrupted as a result of expiration or termination, Customer may be charged a reinstatement fee equal to the cost of Maintenance and Support for the period from the date of expiration or termination to the date of renewal.

**5.2 Maintenance.** "Maintenance" entitles Customer to receive updates, upgrades, patches, bug fixes and new releases or versions of the Licensed Software, including updated documentation, as Cherwell may provide from time to time without requirement of a separate license agreement, and without additional charge other than payment of the Subscription fee. Maintenance shall be applied to the Licensed Software for all customers using a Subscription Service; and Customer will not be able to decline or defer Maintenance.

**5.3 Support.** "Support" entitles Customer to technical assistance with Customer's ongoing use of the Licensed Software, Monday through Friday, 6:00 a.m. to 6:00 p.m. (Mountain Standard Time). Cherwell will provide support for the most current version of the Licensed Software and one prior version, including interim releases between the two versions; for example, upon release of version 5.x Cherwell will support version 5.x and 4.x. Cherwell may provide limited support for older versions. Cherwell will use its best efforts to answer Customer's specific questions and provide support in accordance with Cherwell's service and support guidelines. Support does not include any third party products that are not part of the Licensed Software.

**5.4 Professional Services.** Where provided by and purchased from Cherwell, “Professional Services” may include training, implementation, installation, on-site assistance, customization, and configuration of the Licensed Software. The total “Professional Services” fee quoted on the Cherwell Order Confirmation Form, if any, is an estimate of the number of days required based on Cherwell’s current understanding of Customer’s stated implementation requirements. A statement of work shall be mutually agreed upon prior to commencement of any Professional Services.

**6. "Lease-to-Own" Option.** During the term of this Agreement, Customer has the option to transition the subscription licenses provided under this Agreement to perpetual use licenses. Perpetual use licenses are subject to the terms of Cherwell’s current End-User License Agreement. Customer may qualify for discounts on Cherwell’s perpetual use licenses.

## **7. CONFIDENTIALITY**

**7.1 Definition.** As used in this Agreement, “Confidential Information” means any information, whether oral or written, designated by a party as confidential or that reasonably should be understood to be confidential or proprietary in nature. Customer’s Confidential Information shall include Customer data stored or processed with the Licensed Software. Cherwell’s Confidential Information shall include the Licensed Software. Confidential Information of each party shall include the terms of this Agreement (but not the fact of its existence), as well as each party’s business and marketing plans, financial data, employee data, product plans and designs, and technical information. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public other than by breach of this Agreement; (ii) was known to the receiving party prior to its disclosure; (iii) becomes known to the receiving party after proper disclosure from a third party not under an obligation of confidentiality; or (iv) was disclosed to the minimum extent necessary to comply with a lawful court order or government law or regulation, provided that in the case of (iv) the disclosing party shall provide the other party with advance written notice thereof and reasonably cooperate with the other party to limit disclosure and obtain protective orders or other relief as appropriate.

**7.2 Protection.** Each party agrees to hold the other party’s Confidential Information in strict confidence and to treat such other party’s Confidential Information with at least the same degree of care employed with respect to its own Confidential Information (but in no event less than reasonable care). Neither party shall (i) use the other party’s Confidential Information for its own account or in any manner not contemplated by this Agreement; nor (ii) disclose the other party’s Confidential Information to a third party without the prior written consent of the other party. Both parties shall limit access of each other’s Confidential Information to those of its employees, contractors and agents who have a need for such access and who are bound to confidentiality obligations substantially similar to those set forth in this Section. This Section shall survive termination or expiration of the Agreement (for any reason) for a period of three (3) years.

## **8. MISCELLANEOUS**

**8.1 Severability.** If any of the terms, or portions thereof, of this Agreement are invalid or unenforceable under any applicable statute or rule of law, the court shall reform the Agreement to include an enforceable term as close to the intent of the original term as possible; all other terms shall remain unchanged.

**8.2 Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Cherwell relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, proposals and negotiations, whether written or oral. Any additions to, or modifications of, this Agreement shall be binding upon the parties only if in writing and executed by a duly authorized representative of Customer and Cherwell. TERMS AND CONDITIONS OF ANY CORRESPONDING PURCHASE ORDER OR OTHER DOCUMENT RELATING

TO THE LICENSED SOFTWARE THAT ADD TO OR CONFLICT WITH THE TERMS CONTAINED IN THIS AGREEMENT SHALL BE DEEMED MATERIAL AND ARE REJECTED.

**8.3 Waiver.** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

**8.4 Past Due Accounts.** Any invoices not paid within the time period agreed on the Order Confirmation form and not disputed in good faith may be subject to a monthly finance charge of 1.5% of amounts due or the maximum amount allowed by law, whichever is lower. CHERWELL MAY WITHHOLD ANY APPLICABLE LICENSE KEY OR PASSWORD UNTIL ALL AMOUNTS DUE FOR THE LICENSED SOFTWARE ARE FULLY PAID.

**8.5 Assignment.** This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective successors and permitted assigns. A party may not assign any of its rights, obligations, or responsibilities under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, except that neither a change in control in the assigning party nor assignment to any entity (other than a competitor of the other party) that controls, is controlled by or is under common control with the assigning party, shall be deemed an assignment in violation of the foregoing; provided, however that the assigning party gives the other party thirty (30) days advance written notice of any such change in control or assignment.

**8.6 Choice of Law.** This Agreement is governed under the laws of the state of Delaware, without regard to its conflicts of laws principles. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**8.7 Third Parties.** No person who is not a party to this Agreement has or shall have any right to enforce any term of this Agreement and no consent of any third party shall be required for any cancellation or variation of the Agreement. Cherwell may authorize certain third parties, such as value-added resellers or solutions partners ("Partners"), to distribute the Licensed Software. Partners are not authorized to modify this Agreement or the rights granted to Customer with regard to the Licensed Software. If Customer purchases Support Services or Professional Services to be performed by the Partner, the terms of any agreement between Customer and Partner for such services shall govern, and Cherwell shall not be liable or responsible for Partner's performance under such agreement.

**8.9 Taxes.** Unless otherwise stated on an Order form, Cherwell's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including without limitation value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement. If Cherwell has the legal obligation to remit or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to, and paid by Customer, unless Customer provides Cherwell with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, Cherwell is solely responsible for taxes assessable against Cherwell based on its income, property or employees.

Signature lines for the EUSA are located on the Cherwell Order Confirmation form to which the EUSA is incorporated by reference.

## CHERWELL SOFTWARE HOSTING SERVICES ADDENDUM

This Hosting Services Addendum (this “Addendum”) is between Cherwell Software, LLC, a Delaware limited liability company (“Cherwell”) and Customer (“Customer”), and is entered into pursuant to the End-User License Agreement (“EULA”) or End-User Subscription Agreement (“EUSA”) (in either case the “Agreement”) between Customer and Cherwell regarding certain Licensed Software, as defined in the Agreement.

Cherwell offers a flexible licensing model that allows Customer to deploy the Licensed Software on-premise, in a Cherwell-hosted environment or in a third-party data center. This flexibility applies to both perpetual licenses under a EULA and subscription licenses under a EUSA. This Addendum contains the terms and conditions that apply when Customer has chosen to deploy the Licensed Software in a Cherwell-hosted environment and is attached to and incorporated into the Agreement. The Addendum may be terminated as provided below and Customer may continue to use the Licensed Software subject to the applicable Agreement.

### 1. HOSTING SERVICES

**1.1 Facility.** Cherwell shall maintain and support the hardware, servers, operating systems, database servers, networking and infrastructure (such as power, connectivity and environmental controls) necessary for Customer to access and use the Licensed Software, including maintaining maintenance and support agreements with necessary third party providers and applying the latest upgrades, updates and patches from those providers. Cherwell’s hosting facility will comply with applicable laws, rules and regulations regarding safe working environments and fire protection measures and will maintain safety and security measures in accordance with customary industry standards. Upon request, Cherwell will provide Customer with documentation describing such standards and measures.

**1.2 Connectivity.** Cherwell shall provide a Domain Name System (DNS) Name which shall provide Customer connectivity and access to the Licensed Software.

**1.3 Security.** Customer Data means all text, images and information provided by Customer and stored in the hosted system. Cherwell will use industry standard security measures, such as firewalls and standard encryption protocols, to protect Customer Data. Cherwell will promptly notify Customer of any compromise to the security of the hosting facility that impacts Customer. Cherwell shall logically segregate Customer Data from data belonging to other Cherwell customers. Cherwell will immediately notify Customer of a confirmed security breach that impacts Customer Data and will provide Customer with regular status updates until the breach is resolved. Within 72 hours of final resolution of the breach, Cherwell will provide Customer with a final incident report. In the event Cherwell engages a third party service provider to assist Cherwell in fulfilling its duties under this Addendum, Cherwell agrees that it will enter into a confidentiality agreement with the third party that is at least as protective of Customer’s Confidential Information as the Agreement.

**1.4 Customer Data Back-Up.** Cherwell shall back up Customer Data to two geographically distinct data storage sites. Cherwell will use commercially reasonable efforts to meet a disaster recovery time objective of 18 hours in a disaster recovery scenario. Customer acknowledges that Cherwell may charge customer for recovering data which was lost or no longer available as a result of Customer’s own actions or inactions. Customer further acknowledges that Cherwell’s services are not intended to be used as the sole repository for Customer Data and that Customer has access to and control over its Customer Data, including the ability to make its own backups using the Cherwell Administration tool. CUSTOMER IS STRONGLY ADVISED TO MAINTAIN A COPY OF ALL CUSTOMER DATA ON SERVERS OTHER THAN THOSE PROVIDED OR MAINTAINED BY CHERWELL PURSUANT TO THIS ADDENDUM.

**1.5 Maintenance and Support.** Pursuant to the Agreement, Cherwell or a Cherwell Partner will provide Maintenance and Support for the Licensed Software, including any portion installed locally on Customer’s own computers. All requests for Support must be directed to the designated technical support team and not the Cherwell

hosting team. However, Customer acknowledges that Cherwell or the Cherwell Partner, as the case may be, is not responsible for, nor will Cherwell or the Cherwell Partner provide support related to, Customer's environment or infrastructure in which such local installations of any portion of the Licensed Software are found.

**1.6 Upgrade Notification.** Cherwell shall provide Maintenance of the Licensed Software as defined and set forth in the Agreement. Cherwell shall provide Customer thirty (30) days advance notice prior to applying any updates, upgrades, patches, bug fixes and new releases or versions of the Licensed Software provided as part of Maintenance (each a "Maintenance Release") to the Cherwell-hosted Licensed Software. Customer may opt out of a particular Maintenance Release, provided, however, that (a) Customer agrees that it will not be able to decline or defer critical security patches and updates and Cherwell is free in its reasonable discretion to determine which Maintenance Releases are critical and (b) Customers under a subscription license model will not be able to decline or defer Maintenance Releases. Customer shall be responsible for applying Maintenance Releases to any locally installed portion of the Licensed Software.

## **2. SYSTEM AVAILABILITY; EXCUSED OUTAGES**

**2.1 Availability.** The Licensed Software shall be available 99.98% of the time per month, except for Excused Outages. Excused Outages are defined as unavailability of the Licensed Software caused by (a) Scheduled Maintenance, as defined below; (b) Customer's systems or Customer's actions or inactions; and (c) circumstances beyond Cherwell's control or the control of Cherwell's authorized agent or service provider, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, and equipment and telecommunications failures, delays, attacks or intrusions, provided Cherwell or its authorized agent or service provider takes reasonable and commercial care to prevent such failures, delays, attacks or intrusions.

**2.2 Scheduled Maintenance.** Scheduled Maintenance is defined as routine maintenance that occurs on a designated day and time each month and out of band or emergency maintenance that occurs only during designated non-peak hours. Cherwell will provide Customer with at least 48 hours advance notice of any Scheduled Maintenance and any change to the designated days and times of Scheduled Maintenance. Cherwell reserves the right to perform emergency maintenance as necessary and will promptly notify Customer of any downtime caused by the emergency.

**2.3 Notification and Cooperation.** In addition to the Scheduled Maintenance notice above, Cherwell will promptly notify Customer of any service outages via email or telephone. All notices will include a recovery time estimate. Cherwell will attempt to resolve outages within the time estimated but any timeframes are estimates only and are not guaranteed. Cherwell will also notify Customer when the outage is resolved and services have been restored. Customer acknowledges that in certain circumstances system unavailability may be caused by issues with Customer's computers or systems and agrees to cooperate with Cherwell to determine the source of the outages.

**2.4 Service Credits.** In the event the Licensed Software is not available as set forth above, Customer shall be entitled to a Service Credit equal to the value of the down time (on a pro-rata basis, using Customer's annual hosting fee), applied as a credit on Customer's next invoice. Customer must request a Service Credit in writing to Cherwell within 15 days of the end of the month for which a Service Credit is requested, and provide sufficient detail necessary to support the Service Credit. In the event Customer is entitled to Service Credits over any three consecutive months, or for any five months during a 12-month period, then notwithstanding any other provision of the Agreement, Customer shall have the right to terminate this Addendum and receive a pro rata refund of any prepaid but unused hosting fee.

**3. CUSTOMER ACCESS.** In order to administer its installation of the Licensed Software, Customer must install the Cherwell Administration module on a local computer. However, in order to maintain the security of the hosting system while Cherwell is providing hosting services, Customer will not have direct access to the hosted environment



except via the Cherwell Service Management applications and shall not install the Server portion of the Licensed Software on its own systems or premises for use in a production environment. At Customer's option, Customer may (a) access the Licensed Software in a "smart client" environment and install the Client portion of the Licensed Software on Customer's end-user computers or (b) Customer may access the Licensed Software in a "browser client" environment without installing the Client portion of the Licensed Software on Customer's end-user computers. In either environment, however, the number of concurrent users accessing the Licensed Software must not exceed the number of concurrent users provided for under the Agreement. Upon termination of this Addendum, Customer may install the Server portion of the Licensed Software on its own systems and premises in a production environment, subject to the Agreement. Customer may install copies of any portion of the Licensed Software in non-production environments, solely for purposes of testing, development or disaster recovery, provided, however, that in no event shall such copies be used for production purposes

### **3. CUSTOMER OBLIGATIONS**

**3.1 Restrictions.** Customer shall not, and shall ensure that its employees, affiliates and clients do not: (a) knowingly or intentionally interfere with or disrupt the Licensed Software or the Cherwell systems used to host the Licensed Software, including, without limitation, transmitting viruses, worms, Trojan horses or other malicious code; (b) attempt to gain unauthorized access to the hosted system or network or allow others to do so; (c) make any use of the service that violates any applicable law, rule or regulation; or (d) make any use of the service that violates any acceptable use policy provided by Cherwell from time to time. Cherwell may suspend services due to detection of an attack coming from Customer's systems or a determination that continued use of the service will violate applicable law or the legal rights of another person or entity. Except for the limited right to access and use the Cherwell hosted environment as provided in this Addendum and the software use license granted in the Agreement, Cherwell reserves all rights to the Licensed Software and the Cherwell hosted environment.

**3.2. Indemnification by Customer.** Customer represents that it has all necessary permissions and rights to the Customer Data and grants Cherwell a limited and non-exclusive license, for the sole purpose of providing services under this Addendum, to copy, display, distribute, download and transmit Customer Data. To the extent Customer Data is Confidential Information of Customer, it is subject to the terms of the Agreement, including the Confidentiality section, and to any other confidentiality agreement mutually agreed between Cherwell and Customer. To the extent permitted by applicable law, Customer agrees to indemnify, defend and hold harmless Cherwell and its officers, directors, employees, and representatives from and against all third party claims, demands, damages, expenses, fees, penalties, liabilities, judgments, or causes of action of any nature (including, reasonable attorney's fees) arising out of or related to the Customer Data or any communication transmitted by Customer.


### **4. TERM AND TERMINATION**

**4.1 Effective Date.** This Addendum is effective as of the Effective Date of the Agreement and the initial term of this Addendum shall be one year, unless otherwise agreed to in writing by the parties. Following the initial term, Customer may renew this Addendum for one or more additional one-year terms by providing notice to Cherwell. Payment by Customer of Cherwell's renewal invoice for the hosting service fees, which will be sent to Customer at least 30 days prior to the end of any term, shall constitute notice of Customer's election to renew.

**4.2 Termination.** Customer may terminate this Addendum at any time, without cause, by providing written notice to Cherwell, but this does not entitle Customer to any type of refund. Either party may terminate this Addendum upon written notice to the other party if the other party fails to cure a material breach of this Addendum within thirty (30) days of written notice of the breach from the terminating party. Upon termination by Customer for an uncured breach by Cherwell, Cherwell will pay Customer a pro-rata refund of any prepaid but unused hosting fee, plus any unpaid service credits payable to Customer.

**4.3 Effect of Termination.** Termination of this Addendum shall not terminate the Agreement nor Customer’s right to use the Licensed Software as set forth in the Agreement. Termination of this Addendum will likewise not obligate Cherwell to reinstall the Licensed Software on Customer’s own systems or premises or provide professional or “migration” services related thereto, except as mutually agreed upon by the parties. Upon termination of this Addendum, Customer will have 30 days to request a copy its data, and if requested, Cherwell shall provide such data in an industry-standard format such as a XML or .csv file. After the 30-day period, Cherwell has no obligation to maintain or provide Customer Data and will destroy all Customer Data in its possession or under its control in accordance with industry standard DOD data destruction methods, unless such destruction is legally prohibited.

Signature lines for the Agreement are located on the Cherwell Order Confirmation form to which the Agreement is attached and incorporated by reference.

		<b>PARTNER RESALE ORDER CONFIRMATION (NORTH AMERICA)</b>		Order # _____
Customer Name (Full Legal Entity Name) _____				
Installation/Primary Address _____				
License Key Contact _____		Title _____		
Telephone _____		Email _____		
Cherwell Partner _____		Partner Contact _____		
Partner Telephone _____		Partner Email _____		
Item	Licensed Software/Services Descriptions	Quantity	Start Date for Maintenance & Support/ Subscription/ Hosting	End Date for Maintenance & Support/ Subscription/ Hosting
CSM Licensed Software - Perpetual Licenses	<b>Cherwell Service Management (CSM) Concurrent User Licenses</b> For additional licenses, the Maintenance and Support term starts on the date of this Order Confirmation form and is prorated to be coterminous with Customer's existing maintenance and support term.			
CSM Licensed Software - Subscription Licenses	<b>Cherwell Service Management (CSM) Concurrent User Licenses</b> For additional licenses, the subscription starts on the date of this Order Confirmation form and is prorated to be coterminous with Customer's existing subscription term.			
CAM Licensed Software - Perpetual Licenses	<b>Cherwell Asset Management (CAM)</b> For additional licenses, the Maintenance and Support term starts on the date of this Order Confirmation form and is prorated to be coterminous with Customer's existing maintenance and support term.			
	<b>Discovery/Inventory Only</b>			
CAM Licensed Software - Subscription Licenses	<b>Cherwell Asset Management (CAM)</b> For additional licenses, the subscription starts on the date of this Order Confirmation form and is prorated to be coterminous with Customer's existing subscription term.			
	<b>Full Cherwell Asset Manager</b>			
CSM Hosting Services Annual	One production environment and a second dev or test environment.			
CSM VPN Annual	VPN Tunnels are used for integrating between the hosted solution and a customer's back end services.			
CAM Hosting Services Annual	One production environment.			
Training	2017 Basic Package - 1 year subscription <a href="https://www.cherwell.com/services/training/training-packages">https://www.cherwell.com/services/training/training-packages</a>			
Payment Terms	Licensed Software, Training classes, Hosting fees and Maintenance and Support to be invoiced immediately. Training Packages are valid for one year from date of order and are non-refundable. Professional Services to be invoiced by applicable provider as rendered. Pricing does not include any applicable sales tax or similar tax. Customer is obtaining the Licensed Software from Cherwell Software but will be invoiced by the Cherwell Partner listed above for the initial term of the Customer's license agreement, which includes the first annual term of maintenance and support for perpetual licenses and a three year maximum term for subscription licenses. Invoicing and payment for such initial term of this order will be between Customer and Partner.			
<i>NOTE: All software to be delivered electronically</i>				
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, on its own behalf and on behalf of its subsidiaries, divisions and affiliates (collectively "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 contained in the Agreement and/or addenda attached hereto, or if no Agreement attached, the Agreement located at the applicable URL identified below. Customer further acknowledges that as between Customer and Cherwell, no Cherwell Partner is authorized to modify the terms and conditions of the Agreement nor the rights granted to Customer with regard to the Licensed Software. If Customer is ordering additional software licenses or services and has already executed an Agreement with Cherwell, by signing below Customer agrees that the products and services quoted above are subject to the terms and conditions contained in Customer's existing Agreement.				
End-User License Agreement (EULA) _____ <a href="http://files.cherwell.com/legal/ea-usa.pdf">http://files.cherwell.com/legal/ea-usa.pdf</a>		Subscription Agreement (EUSA) _____ <a href="http://files.cherwell.com/legal/ea-usa.pdf">http://files.cherwell.com/legal/ea-usa.pdf</a>		
Hosting Services Addendum (HSA) _____ <a href="http://files.cherwell.com/legal/ea-usa.pdf">http://files.cherwell.com/legal/ea-usa.pdf</a>		Special Terms Addendum (attached) _____	Existing Cherwell Customer _____	
<i>Each party signing below represents that it has authority to bind the company or legal entity named below.</i>				
CUSTOMER	O	CHERWELL	Cherwell Software, LLC	
By (print name and title)	_____	By (print name and title)	_____	
Signature	_____	Signature	_____	
Date	_____	Date	_____	

## **Avante Master Services Agreement**

This Master Services Agreement (this “**Agreement**”), effective as of \_\_\_\_\_, 2017 (the “**Effective Date**”), is between **Avante Solutions, Inc.**, an Illinois limited liability company located at 728 West Jackson Blvd, Suite 105, Chicago, Illinois, 60661 (“**Avante**”), and \_\_\_\_\_, a \_\_\_\_\_, located at \_\_\_\_\_ (“**Customer**”). Avante and Customer are sometimes collectively referred to in this Agreement as the “**Parties**” or individually as a “**Party**”.

A. Customer’s is seeking to obtain certain consulting and professional services around the Cherwell Service Management technology (the “**Product**”).

B. Avante is in the business of providing consulting and professional services around the Product for its customers.

C. Customer desires to engage Avante to provide the Services and Deliverables (as each defined herein) to Customer (the “**Project**”) and Avante is willing to provide such Services and Deliverables to Customer pursuant to the terms and conditions set forth in this Agreement and the Exhibits attached hereto.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Overview.**

**Statement of Work.** This Agreement sets forth the terms and conditions on which Avante shall provide the Services and Deliverables to Customer as set forth in such written addendum(s) as may from time to time be agreed to in writing by the Parties and attached hereto as Exhibit A (the “**Statement of Work**”). The term “**Services**” means all training, consulting, development or other services that Avante provides to Customer under this Agreement and the Exhibits hereto; and the term “**Deliverables**” means any all programming code, tools, software, reports, user manuals, findings, evaluations, data and written material originated or prepared under this Agreement and the Exhibits hereto.

**Content of Statement of Work.** In addition to describing the Services and Deliverables for each Project, each Statement of Work will include: (i) the work schedule, including estimated delivery and completion dates for the Services and Deliverables; (ii) the basis for compensation, whether Fixed Price or T&E (as each defined in Section 2 below); (iii) the Fixed Price or T&E estimate, as applicable; and (iv) any additional terms such as delivery dates, and special warranty terms.

**No Commitment and Effect of Statements of Work.** This Agreement does not obligate Customer to order any Services or Deliverables, and Customer will not become obligated in any way to Avante until such time as Customer has provided Avante with an executed Statement of Work and Avante has accepted such Statement of Work in writing. Upon Avante’s written acceptance of a Statement of Work and the Parties execution of this Agreement, Customer will be bound to purchase, and Avante will be bound to provide, the Deliverables and Services described in that Statement of Work and the Statement of Work shall be attached hereto as Exhibit A and be made a part hereof. Unless otherwise agreed in writing by the Parties, Avante will not commence any aspect of the Project until the Statement of Work and underlying Services, Deliverables and final cost associated therewith are agreed to in writing by the Parties.

**Mutual Agreements.** Both Avante and Customer, at all times during the Project, will act reasonably and in good faith and will promptly notify the other Party of any issue, impediment or concern associated with Avante’s provision of the Services or providing the Deliverables pursuant to the terms of this Agreement or any Statement of Work. Further, should either Party, during the Project, become unsatisfied with any aspect of the Project, such

complaint/concern should be documented in writing and immediately communicated to the assigned project manager of the other Party. If the complaint/concern is with the assigned project manager, an appropriate management level resource for the Project will become the alternative contact until the matter is resolved. The Parties agree to use the good faith efforts to amicably resolve any such complaint/concern. Avante can request the plan for the Project as set forth in the Statement of Work or otherwise agreed to in writing by the Parties to be updated in the event that Customer does not fulfill its agreed to deliverables and tasks (in accordance with the plan for the Project and/or system specifications and designs) in a timely manner as required by this Agreement or the Statement of Work.

## Compensation and Payment.

### **Compensation.**

1.1.1 Time and Expense Compensation. If the Statement of Work provides for compensation on a time and expense basis (“**T&E**”), Customer will (i) pay Avante for hours worked at the rates and/or amounts listed in the Statement of Work, and (ii) to the extent specified in the Statement of Work, reimburse Avante for certain expenses actually incurred by Avante in connection with the Project. Avante will not charge Customer for (1) time spent on administrative activities such as accounting, billing, and preparation of internal reports, (2) nonworking travel time, or (3) any expenses other than those specified in the Statement of Work. Avante will promptly notify Customer if Avante has reason to believe that it will not be able to complete the Project for any estimated maximum price set forth in a Statement of Work (the “**Estimated Maximum Price**”). Avante will not invoice Customer for the Services and Deliverables as set forth in the Statement of Work in an amount greater than the Estimated Maximum Price, if any, unless the Parties have executed a written amendment as provided in Section 3.

1.1.2 Fixed Price Compensation. If the Statement of Work provides for payment on a fixed price basis (“**Fixed Price**”), such fee shall be paid according to the payment schedule in the Statement of Work. Avante will not invoice Customer for an amount greater than the Fixed Price, if applicable, unless the Parties have executed a written amendment as provided in Section 3.

1.1.3 Expenses. Except as expressly specified in a Statement of Work, this Agreement or as otherwise agreed in writing by the Parties, Avante will bear all of its own costs in completing the Project, including labor, overhead, and supplies. Notwithstanding the foregoing, Avante shall be entitled to bill Customer for its reasonable travel and lodging expenses, provided that, such costs shall be billed without any markup.

1.1.4 Additional Charges. Customer acknowledges and agrees that, notwithstanding anything to the contrary contained above:

(1) the Estimated Maximum Price and Fixed Price for the Project shall not apply to: (i) any changes requested by Customer to the Services and Deliverables as set forth in a Statement of Work, or (ii) any additional services or other changes to Avante’s staffing of or resources allocated to the Project as a result of any delays or other issues relating to the acts or omissions of Customer or its representatives, provided that, Avante shall provide Customer with prior written notice of such staffing or resources changes prior to the implementation of the same;

(2) Changes/cancellations to any scheduled services as set forth in a Statement of Work may be made by Customer up to two weeks prior to the scheduled services dates without penalty to Customer (excluding non-refundable travel expenses), but any such changes/cancellations made within two weeks of any scheduled work will result in a penalty/charge equal to 20% of the amount of the actual scheduled services to be delivered at such time (plus any non-refundable travel expenses).

(3) Project pricing is based on the assumption that Customer’s technology infrastructure, equipment, network and operating system are compliant with the requirements/specifications set forth in the Statement of Work and are in good working order. Any time

incurred by Avante pursuant to the terms of this Agreement in addressing (i) any non-compliance of Customer's technology infrastructure with the specifications/requirements set forth in applicable Statement of Work, (ii) any unforeseen issues associated with Customer's technology infrastructure and security access that were not disclosed to Avante by Customer prior to the entry into the applicable Statement of Work or (iii) items not specifically included in the Services to be provided by Avante under a Statement of Work but requested by Customer, will be billed at Avante's standard rates for the Project and paid pursuant to the terms set forth in this Agreement.

(4) The Estimated Maximum Price and Fixed Price are based on Avante's daily rates for standard business hours. Any requests from Customer to provide the Services outside standard business hours (Monday – Friday, 8:00 AM – 5:00 PM) and Holidays will be billed at 1.5 times Avante's standard daily rate.

### **Invoices.**

1.1.5 **T&E Statements of Work.** In the case of a T&E Statement of Work, Avante will invoice Customer no more often than monthly. Invoices will describe in detail the Deliverables that have been provided and the Services that have been performed and the charges incurred for such Services and Deliverables for such time period.

1.1.6 **Fixed Price Statements of Work.** In the case of a Fixed Price Statement of Work, Avante will invoice Customer only upon completion of an agreed Milestone. The term "**Milestone**" means the occurrence of an event or date (such as the beginning, completion or acceptance of the Services or the delivery or acceptance of a Deliverable) that triggers Customer's obligation to make a payment to Avante as set forth in the Statement of Work or as otherwise agreed to by the Parties in writing. Invoices will describe in detail the agreed to Milestones and Deliverables that have been provided and the Services that have been performed and amounts due as of the date of such invoice.

1.1.7 **Expenses.** Each expense reimbursement invoice must include copies of receipts. Avante shall not be entitled to receive reimbursement for any expenses paid directly by Customer.

**Payment.** Customer will pay Avante the amount properly invoiced within thirty (30) days after receipt of each undisputed invoice. Customer may in good faith dispute any amount charged in an invoice, provided that, Customer will still be obligated pay the undisputed portion of such invoice. Customer must dispute an amount set forth in an invoice within seven (7) days from receipt of applicable invoice; otherwise the entire amount set forth in such invoice shall be due within thirty (30) days from the invoice date. Any such dispute by Customer must be made in writing and include a detailed description of the basis of such dispute. Customer acknowledges that any failure to remit payment on any invoice within such thirty (30) days period shall constitute a breach of this Agreement by Customer and entitle Avante, in addition to any other remedies set forth herein, to immediately stop all work on the Project. In addition, in the event any undisputed invoice or portion thereof is not paid when due, Customer shall pay a late charge equal to ten percent (10%) of such past due amount and all such unpaid amounts shall bear interest at an interest rate equal to the greater of (i) five percent (5%) in excess of the Prime Rate (as herein defined) in effect from time to time and (ii) ten percent (10%). The term "**Prime Rate**", as used in this Agreement, shall mean the prime rate of interest as then most recently published in The Wall Street Journal section on "Money Rates".

**Taxes.** Avante will include in each Statement of Work a good faith estimate of all applicable, sales and use taxes, ad valorem taxes, value added taxes, tariffs and duties that Avante is legally required to collect from Customer. Avante will invoice Customer for, Customer will pay to Avante, and Avante will remit to the appropriate governmental authorities, any such taxes, tariffs or duties.

**Recordkeeping.** Avante will keep adequate records of all Services performed, Deliverables provided, invoices issued and payments received during the Term of this Agreement and for one year after its termination. Avante will make the records available to Customer for review and copy at Avante's offices upon the reasonable prior written request of Customer.

**Survival.** The provisions of this Section will continue and survive in full force and effect after this Agreement expires or is terminated.

**Amendments.** "**Amendment**" means any material addition to, modification or removal of any aspect of the Services or Deliverables described in a Statement of Work through a written request for a change submitted by one Party to the other or any other change to any terms or conditions of this Agreement. Any Amendment must be signed by authorized representatives of both Parties and the Statement of Work to which it relates will be amended accordingly. If the Parties are unable to reach agreement regarding an Amendment, Customer may, at its election, (i) enforce the original Statement of Work, or (ii) terminate that Statement of Work as permitted under Section 14.3.

## **Intellectual Property and Ownership Rights.**

### **Definitions and Ownership.**

1.1.8 The term "**Avante Property**" means all Intellectual Property Rights (as defined below) that (i) were in existence and owned by Avante before the Effective Date or (ii) were made or discovered by Avante after the Effective Date other than in connection with the Project. The term "**Developments**" means (i) all Deliverables; (ii) and all related Intellectual Property Rights that are made, created, discovered or reduced to practice in connection with the Project; except that the term Developments does not include any Avante Property or any non-assignable or non-licensable right or interest in the Product. The term "**Intellectual Property Rights**" means all intellectual property rights, including patent rights, copyrights, moral rights, trademark rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law.

1.1.9 Subject to Section 4.2 below, Avante will own all right, title and interest in and to the Avante Property and Customer will own all right, title and interest in and to all Developments. Avante hereby assigns to Customer all of Avante's right, title and interest in and to the Developments. Customer will have the sole and exclusive right to possession and custody of the Developments.

**License.** Unless expressly provided otherwise in a Statement of Work, Avante hereby grants to Customer a non-exclusive, royalty free, perpetual, irrevocable, sub-licensable, world-wide license to make, use, display or otherwise exploit the Deliverables and Services for Customer's business purposes, including any of the Avante Property that is incorporated into any of the Developments that Customer at any time fails or ceases to own for any reason, provided that, such license shall not include any non-assignable or non-licensable right or interest in the Product.

4.3 **Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

## **Representations, Warranties and Covenants.**

5.1 **Avante.** Avante represents, warrants and covenants to Customer that:

1.1.10 Avante is a business entity of the type specified next to its name in the introductory paragraph to this Agreement, is duly and legally organized, is validly existing and in good standing under the laws



of its jurisdiction of organization and has all requisite power and authority to carry on its business as it is currently conducted, to enter into this Agreement and to consummate the transactions contemplated hereby.

1.1.11 The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action on the part of Avante, including any requisite approvals by its managers, members, partners, directors and/or shareholders, and this Agreement constitutes the legal, valid and binding agreement of Avante enforceable against it in accordance with its terms.

1.1.12 Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, result in a breach of, or constitute a default under, (1) any material agreement or commitment to which Avante is a party; (2) any order writ, injunction, decree or judgment of any court or governmental agency applicable to Avante or to which any of its assets is bound; or (3) any law or regulation applicable to Avante or by which any of its assets is bound.

1.1.13 Avante will perform the Services in a good, professional and workmanlike manner, in accordance with prevailing standards of care and in accordance with applicable law and use its commercially reasonable efforts to provide the Deliverables as required in the applicable Statement of Work. Avante shall promptly notify Customer of any issue or impediment that will prevent Avante from implementing the Services or providing the Deliverables pursuant to the terms of this Agreement or any Statement of Work.

1.1.14 Customer will own good and marketable title to the Deliverables, subject only to Sections 4.2.

1.1.15 Avante shall promptly notify the project/engagement managers of both Parties of any challenges or issues associated with Customer's technology infrastructure and security access, and Avante, if requested in writing by Customer, will provide, subject to the terms and conditions of this Agreement, troubleshooting guidance and perform such fixes to Customer's technology infrastructure as may be reasonably necessary to address such challenges or issues.

1.1.16 Avante warrants that all Deliverables shall confirm and perform with the specifications set forth in the Statement of Work for a period of ninety (90) days from Customer's acceptance of such Deliverable. This warranty shall not apply to any Deliverables which have been the subject of misuse or alteration or to any defect arising from any equipment or component supplied or required by Customer. Customer's sole remedy and Avante's sole liability under this warranty will be for Avante, as determined in Avante's reasonable discretion, to either (i) use reasonable efforts to correct such defect as soon as reasonably practicable after Avante has been notified in writing of such defect, or (ii) if a correction of the defect is not reasonably achievable by Avante, to refund the fees paid by Customer for such Deliverable. Avante makes no representations or warranties associated with the Product and shall have no liability or obligation related to any underlying defect with the Product other than to exercise its commercially reasonable efforts to work with Customer and the manufacturer of the Product to address any such defects.

**Customer.** Customer hereby represents, warrants and covenants to Avante that:

Customer is a business entity of the type specified next to its name in the introductory paragraph to this Agreement, is duly and legally organized, is validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to carry on its business as it is currently conducted, to enter into this Agreement and to consummate the transactions contemplated hereby.

The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action on the part of Customer, including any requisite approvals by its managers, members, partners, directors and/or shareholders, and this Agreement constitutes the legal, valid and binding agreement of Customer enforceable against it in accordance with its terms.

Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, result in a breach of, or constitute a default under, (1) any material agreement or commitment to which Customer is a party; (2) any order writ, injunction, decree or judgment of any court or governmental agency applicable to Customer or to which any of its assets is bound; or (3) any law or regulation applicable to Customer or by which any of its assets is bound.

Customer will timely perform all of its obligations hereunder, including but not limited to, the timely payment of all amounts due to Avante under this Agreement or any Statement of Work.

Customer acknowledges and agrees that Avante shall in no event be responsible for any delay or impediment associated with the implementation of the Services or provisions of the Deliverables that is beyond the control of Avante, including, but not limited to, those caused by or arising from any acts or omissions of Customer or its representatives or arising from any issues with Customer's technology infrastructure, equipment, network and/or operating systems.

Customer's technology infrastructure, equipment, network and operating system are compliant with the requirements/specifications set forth in the Statement of Work and are in good working order.

#### **Independent Contractor; Subcontracting.**

**Independent Contractor.** Neither Avante nor any permitted subcontractors are or will be employees of Customer, and nothing in this Agreement creates or is intended to create any employment or other relationship between Customer and Avante and/or any permitted subcontractors. Avante will have sole responsibility for the payment of all applicable taxes and withholdings with respect to compensation paid to Avante and any permitted subcontractors.

**Subcontracting.** Avante will not retain a subcontractor to perform any part of its obligations under this Agreement or any Statement of Work except as set forth in a Statement of Work or as otherwise agreed to by the Parties in writing. Any permitted use of subcontractors will not release Avante from any of its obligations under this Agreement. Avante is responsible for its subcontractor's fulfillment of the applicable obligations imposed on Avante by this Agreement.

#### **Indemnification.**

**Indemnity by Avante.** Avante shall defend, indemnify, and hold harmless Customer and its affiliates and their respective officers, employees, directors, members, managers, shareholders, contractors agents, and successors and assigns, from and against any and all losses, claims, liabilities, damages, lawsuits and other legal proceedings and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of, or resulting from: (a) any act or omission of Avante related to the Services or Deliverables; or (b) breach of any representation, warranty, or covenant of Avante contained in this Agreement or any Statement of Work (including, but not limited to, any claim that the Services or Deliverables infringe the Intellectual Property Rights of any person, individual, corporation or other entity (collectively "**person**"), or violate applicable law). Notwithstanding the foregoing, Avante shall have no obligations under this Section 7.1 or otherwise with respect to any infringement claim based upon: (i) the Product itself and not the Deliverables provided by Avante under this Agreement; (ii) the use or combination of the Deliverables with other products, equipment, software or data not supplied by Avante where the infringement claim would not exist but for such use or combination; or (iii) any modification of the Deliverables by any person or entity other than Avante or its authorized agents or subcontractors.

**Indemnity by Customer.** Customer shall defend, indemnify, and hold harmless Avante and its affiliates and their respective officers, employees, directors, members, managers, shareholders, contractors, agents, and successors and assigns, from and against any and all Losses arising out of, or resulting from any breach of any representation, warranty, or covenant of Customer contained in this Agreement or any Statement of Work.

**Indemnification Procedures.** The obligation of either Party to indemnify the other Party hereunder is predicated upon the indemnified party: (a) providing the indemnifying party prompt written notice of any such claim; (b) allowing the indemnifying party to control the defense and any settlement of any such claim, provided that the indemnified party may, at its expense, participate in such defense and settlement negotiations with counsel of its own choosing; and (c) reasonably cooperating with the indemnifying party, at the indemnifying party's expense, in the defense and/or settlement of such claim.

#### **Limitation of Liability.**

1.1.17 NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY TO THE OTHER PARTY HERETO OR ANY PERSON WHATSOEVER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY DESCRIPTION, WHETHER THE CLAIM IS BASED UPON WARRANTY OR OTHER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE; EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, AND REGARDLESS OF THE FORM OF THE CLAIM OR SUIT OR THE TYPE OF DAMAGES. EACH PARTY IS OBLIGATED TO TAKE COMMERCIALY REASONABLE STEPS TO MITIGATE THE OTHER PARTY'S LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 7.4, THE LIABILITY OF EITHER PARTY FOR ANY REASON AND FOR ANY CAUSE OF ACTION WHATSOEVER UNDER THIS AGREEMENT OR ANY EXHIBIT HERETO SHALL BE LIMITED TO THE COST OF THE PROJECT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITATION SHALL NOT APPLY TO ANY LIABILITY FOR (I) PERSONAL INJURY OR DIRECT DAMAGES TO PROPERTY, (II) INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, (III) INDEMNIFICATION OBLIGATIONS OR (IV) BREACH OF CONFIDENTIALITY OBLIGATIONS.

1.1.18 THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY STATEMENT OF WORK ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY AVANTE TO CUSTOMER UNDER THIS AGREEMENT AND ANY STATEMENT OF WORK. AVANTE SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WITH REGARD TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY.

**Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

#### **Confidentiality.**

**Confidential Treatment.** In the course of performing this Agreement each Party may be given access to the other Party's Confidential Information. For purposes of this Agreement, "**Confidential Information**" means all information that relates to a Party's past, present and future research, development, business activities, products, services or technical knowledge including without limitation, all customer data, which is proprietary to the disclosing Party (or is the confidential information of third parties that a Party hereto is under an obligation to protect) and either (a) marked or otherwise designated as "confidential" or the like, or (b) disclosed under circumstances that would be understood to be confidential by a reasonable person.

**Limits on Use.** Confidential Information of the other Party may be used by the receiving Party only in connection with the performance of or as authorized by this Agreement. Each Party will protect the confidentiality of Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, including, without limitation, by entering into appropriate confidentiality agreements with employees, independent contractors and subcontractors. Access to Confidential Information will be restricted to those of Avante's and Customer's personnel (as well as permitted subcontractors) engaged in a use permitted under this Agreement. Confidential Information may not be copied or reproduced without the disclosing Party's prior written consent, except as necessary for use in connection with this Agreement.

**Return of Confidential Information.** All Confidential Information made available under this Agreement, including copies thereof, will be returned upon the termination of this Agreement or immediately upon the other Party's written request.

**Other Information.** Nothing in this Agreement will prohibit or limit either Party's use of information that is: (a) previously known to it without obligation of confidence; (b) independently developed by it without reference to any Confidential Information of the other Party; (c) acquired by it from a third party that is not under an obligation of confidence to any party with respect to such information; or (d) publicly known through no breach of this Agreement.

**Disclosure of the Other Party's Confidential Information.** In the event either Party receives a subpoena, or other validly-issued administrative or judicial process, requesting that Confidential Information of the other Party be disclosed, it will promptly notify the other Party of such receipt. The Party receiving such request will thereafter be entitled to comply with such subpoena or other process, only to the extent required by law, provided, that, the Confidential Information so disclosed shall continue to be Confidential Information as between the Parties hereto.

**Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

#### **Publicity Restrictions.**

**Publicity Restrictions.** Unless otherwise approved in advance in writing by an approved Customer representative, Avante will not: (a) disclose to any person (other than its legal or business advisors) the monetary value of this Agreement; (b) make any public announcement regarding Avante's association with Customer; (c) use Customer's name or any Customer's Intellectual Property Rights in any of Avante's promotional materials, marketing activities or elsewhere; (d) identify Customer on Avante's customer list or website (or on any other person's website that identifies Avante) or in any metatags or key words for those websites; or (e) include a hyperlink from any website maintained by Avante to any Customer's website.

9.2 **Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

#### **Injunctive Relief.**

**Avante.** Avante acknowledges and agrees that its breach of Sections 4.1 ("Ownership"), 8 ("Confidentiality") and/or 9 ("Publicity") of this Agreement will irreparably harm Customer, and such harm will not be susceptible to accurate measurement of money damages. Accordingly, Customer, in addition to seeking and recovering money damages and other remedies available at law, will have the right to obtain an injunction or other equitable relief to prevent a breach or threatened breach of such Sections, without posting a bond or other form of security.

**Customer.** Customer acknowledges and agrees that its breach of Sections 4.1 ("Ownership") and/or 8 ("Confidentiality") of this Agreement will irreparably harm Avante, and such harm will not be susceptible to accurate measurement of money damages. Accordingly, Avante, in addition to seeking and recovering money damages and other remedies available at law, will have the right to obtain an injunction or other equitable relief to prevent a breach or threatened breach of such Sections, without posting a bond or other form of security.

**Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

**Insurance.** Without limiting or qualifying Avante’s liabilities, obligations, or indemnities otherwise assumed by Avante pursuant to this Agreement, Avante shall maintain at Avante’s sole cost and expense, the following insurance coverages and amounts:

1.1.19 Avante shall maintain, with companies reasonably acceptable to Customer, Commercial General Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and including liability coverage for bodily injury or property damage (i) assumed in a contract or agreement pertaining to Avante’s business, and (ii) arising out of Avante’s products, Deliverables, or work, and Business Automobile Liability Insurance, including owned, non-owned and hired vehicles, with limits of liability of not less than \$1,000,000 per occurrence. Avante’s insurance shall be primary, and any applicable insurance maintained by Customer shall be excess and non-contributing. The above coverages shall name Customer as an additional insured.

1.1.20 Avante shall maintain Professional Liability Insurance (including errors and omissions coverage) with liability limits not less than \$1,000,000.

1.1.21 Avante shall maintain Worker’s Compensation Insurance in compliance with state statutory minimums.

Avante shall maintain all insurance necessary to conduct its business as required by applicable law in the jurisdiction in which the Services are performed or the Deliverables delivered. Avante shall provide Customer with properly executed certificate(s) of insurance and an endorsement to the policies evidencing compliance with the foregoing requirement prior to commencement of any operation hereunder and shall notify Customer, no less than thirty (30) days in advance, of any reduction or cancellation of the above coverages. Such certificates shall be sent to the attention of Customer at the address set forth in Section 12 of this Agreement.

**Communications.** Each notice, consent, request, or other communication required or permitted under this Agreement will be in writing, will be delivered personally or sent by facsimile (with electronic confirmation of receipt and a confirmation hard copy sent by regular mail no later than the following business day) or by a recognized international overnight courier, and will be addressed as follows:

If to Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Avante: Avante Solutions, Inc.  
728 W Jackson, Suite 105  
Chicago, IL 60661  
Attention: Steven Waxler  
Email: [swaxler@avantesolutions.com](mailto:swaxler@avantesolutions.com)

Each notice, consent, request, or other communication will be deemed to have been received by the Party to whom it was addressed (a) when delivered if delivered personally; (b) on the first business day after the confirmed email transmission if delivered by email; or (c) on the date officially recorded as delivered according to the record of delivery if delivered by overnight courier. Each Party may change its address for purposes of this Agreement by giving written notice to the other Party in the manner set forth above.

**Human Resources and Personnel Issues.**

**Staffing.** To allow Avante to be able to manage its performance of Services and Deliverables most effectively, Avante reserves the right to determine which of its qualified personnel, including without limitation its

agents and independent contractors (other than Avante and its permitted subcontractors), will be assigned to perform Services and Deliverables and to replace or reassign them during the Term. The foregoing notwithstanding, Avante will, subject to scheduling and staffing considerations, will attempt to honor Customer's other personnel requests.

13.2. **Access.** Subject to the confidentiality obligations set forth in this Agreement, Customer shall provide Avante with on-site access to its equipment, systems, and other facilities to the extent reasonably required by Avante for the performance of Services and Deliverables hereunder.

13.3 **Customer's Workplace Policies.** In the performance of this Agreement at Customer facilities, Avante's personnel (including without limitation, all permitted subcontractors) will comply with Customer's standard workplace policies that are identified in writing to Avante, legally enforceable and consistent with this Agreement.

13.4 **Nonsolicitation of Employees.** During the Term and for one (1) year after the expiration or other termination of this Agreement, neither Party will solicit the employment of the other Party's personnel without its prior written consent, provided, that, (a) general solicitations not specifically directed to the other Party's employees (including, without limitation, newspaper help wanted advertisements) shall be permitted without prior consent or notification; and (b) Customer shall only require consent as to Avante personnel that were assigned to the Project or introduced to Customer in connection with the Project.

#### **Term and Termination.**

**Term.** This Agreement will begin on the Effective Date and continue until terminated as permitted herein (the "**Term**").

**Termination of this Agreement and/or Statements of Work.** Either Party may terminate this Agreement and/or any Statement of Work(s), effective immediately subject to any notice and cure rights, by giving the other Party written notice if the other Party has breached a material provision of this Agreement or such Statement of Work(s) and that breach remains uncured for thirty (30) days after the breaching Party receives written notice of that breach.

**Customer's Termination of Agreement and/or Statements of Work.** Customer may also terminate this Agreement and/or any Statement of Work at any time for any reason without liability to Avante, other than as provided herein, by notifying Avante in writing of the effective date of that termination. In such event, Avante will invoice Customer and Customer will pay Avante within fifteen (15) days after receipt of such invoice for the Services performed and the Deliverables [accepted] as follows: (i) for T&E Statements of Work, Customer will pay for hours actually worked and expenses incurred through the effective date of termination; and (ii) for Fixed Price Statements of Work, Customer will pay the pro-rated amount based on the Milestones completed or the percentage of Services and/or Deliverables completed and any other permitted expenses incurred as of the effective date of the termination. Avante will deliver to Customer any raw materials, components, work in process or finished Deliverables to Customer upon Avante's receipt of the payment from the Customer for all amounts due and owing to Avante under this Agreement.

**Avante Termination of Agreement.** Avante may also terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to Customer when there are no outstanding Statements of Work.

14.5 **Survival.** The provisions of this section will continue and survive in full force and effect after this Agreement expires or is terminated.

**Survival.** All provisions of this Agreement that explicitly or by their nature provide for rights, obligations or remedies extending beyond such expiration or termination of this agreement; and all claims that arose before such



expiration or termination, will continue and survive in full force and effect after this Agreement expires or is terminated.

## **Miscellaneous.**

1.1.22 **Assignment and Delegation.** Except as permitted by Section 6.2 (Subcontracting), Avante will not assign any right or delegate any duty under this Agreement, whether by transfer, merger, operation of law, or otherwise, without Customer's consent which Customer's consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation by Avante without Customer's consent will be void and of no force or effect. Customer may assign its rights and delegate its duties under this Agreement to any third party without Avante's consent, provided that, no such assignment or delegation shall relieve Customer of its payment or indemnification obligations without the prior written consent of Avante.

1.1.23 **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and shall be fully and finally settled by arbitration in Chicago, Illinois pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration clause shall be governed by and interpreted in accordance with the Federal Arbitration Act. The parties agree that there shall only be one arbitrator and that the arbitrator shall be selected in accordance with the procedures used by the American Arbitration Association. The decision of the arbitrator shall be final and may be enforced by any court of competent jurisdiction. The arbitrator shall not be permitted under any circumstances to award punitive damages to any party. This Arbitration provision shall not prevent either party from initiating a court action to obtain temporary, preliminary or permanent injunctive relief as to any claim arising from or out of this Agreement or the relationship between the parties. Any such action shall be commenced in courts, state or federal, in Chicago, Illinois. This Section of the Agreement shall survive any termination of this Agreement. The costs and expenses of the arbitration, including the fees of the arbitration, shall be borne equally by each party to the Dispute or claim, and each Party shall pay its own fees, disbursements and other charges of its counsel. The parties agree that the proper jurisdiction and venue for the resolution or litigation of any disputes shall be in Cook County, Illinois, and the parties hereby waive any objection to such jurisdiction and venue, including any claim of forum non conveniens.

1.1.24 **Waiver.** Except as otherwise expressly provided in this Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any Party and no course of dealing between the Parties, shall constitute a waiver of any such right, power or remedy. No waiver by a Party of any default, misrepresentation, or breach of warranty or covenant under this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant under this Agreement or affect in any way any rights arising by virtue of any such prior or subsequent occurrence. No waiver shall be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced.

1.1.25 **Succession and Amendments.** This Agreement will bind and inure to the benefit of each Party and its permitted successors and assigns. The Parties may amend this Agreement only by a written instrument signed by an authorized representative of each Party. Both Parties acknowledge and agree that any inconsistent, additional, or different terms in any other document, including in any subsequent purchase order, invoice, or other document, will not have any force or effect unless and until it has been executed by the Parties in accordance with this provision.

1.1.26 **Severability.** If any provision of this Agreement is found invalid or unenforceable, that provision will be modified to the extent necessary for it to be enforceable and such a finding will not affect the validity of any other provision, and the rest of this Agreement will remain in full force and effect.

1.1.27 **Counterparts and Delivery.** This Agreement may be executed in separate counterparts (including by facsimile, pdf and other electronic means), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

1.1.28 Expenses. Each party shall pay and be solely liable for all expenses incurred by it in connection with the negotiation, execution and performance of this Agreement. The prevailing party in any legal action or proceeding brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have herein, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

1.1.29 Third-Party Beneficiaries. This Agreement is solely for the benefit of Customer, Avante and their representatives, affiliates, successors and permitted assigns, and this Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim of liability or reimbursement, cause of action or other right.

1.1.30 Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties concerning its subject matter and replaces and supersedes all prior or contemporaneous understandings and agreements, written, electronic or oral.

1.1.31 Headings. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement.

1.1.32 Time is of the Essence. Time is of the essence with respect to all dates specified in each Statement of Work.

1.1.33 Recitals and Exhibits. All of the recitals and Exhibits attached to or referenced in this Agreement are hereby made a part of and are incorporated in this Agreement by reference.

1.1.34 Inconsistency. To the extent a Statement of Work is inconsistent or conflicts with the terms of this Agreement, the terms of this Agreement will govern unless the Statement of Work expressly refers to the provision(s) to be modified and provides the full text of the provision(s) as modified.

1.1.35 Force Majeure. Neither party shall be liable or responsible to the other party for any delay in or failure of performance of its obligations under this Agreement to the extent such delay or failure is attributable to any cause beyond its reasonable control, including, without limitation, any act of God, fire, accident, strike, or other labor difficulties, war, embargo or other governmental act, or riot; provided, however, that the party affected thereby gives the other party prompt written notice of the occurrence of any event which is likely to cause any delay or failure and sets forth its best estimate of the length of any delay and any possibility that it shall be unable to resume performance; provided, further, that said affected party shall use all reasonable efforts to expeditiously overcome the effects of that event and resume performance, provided that, this provision shall not apply to a party's obligation to timely satisfy monetary obligations under this Agreement.

Signature Page

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, to be effective as of the date first written above.

**CUSTOMER:**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AVANTE:**

**Avante Solutions, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**

**Statement of Work**

[To be attached on agreement to by the Parties]

## Exhibit “E” Cherwell Hosting Overview



**Cherwell Software, LLC (“Cherwell”) provides an efficient, expedient, and secure hosted environment so that customers are guaranteed exceptional performance and reliability.**

This document looks at the key areas of Cherwell’s hosted environment:

- Architecture
- Data availability
- High Availability
- Security
- Disaster recovery
- Reporting
- Integration with third party applications

### Hosting Architecture

Cherwell Service Management<sup>®</sup> (“CSM”) clients connect with the Cherwell datacenter over the internet via Hypertext Transfer Protocol Secure (HTTPS), a secure communications protocol. Users can access the datacenter using an auto-deployed client on their machines, a web browser<sup>1</sup>, or a mobile device.

For some integrations with services or third party applications, a site-to-site Virtual Private Network (VPN) connection is made, which is restricted to the customer’s individual server(s). For some integrations, on premise trusted agent would be used. This trusted agent communicates via HTTPS to the customer hosted instance. See Trusted Agent section for supported integrations.

The connection to the datacenter is protected by:

- Firewalls
- Intrusion Detection Systems (IDS)
- Intrusion Prevention Systems (IPS)
- Anti-virus
- Anti-malware

Data in motion is encrypted as it travels to and from the customer’s location and the datacenter.

<sup>1</sup> No browser plug-ins required, refer to latest system requirements and specifications for supported browsers.

Figure 1 shows an overview of Cherwell's hosting architecture.

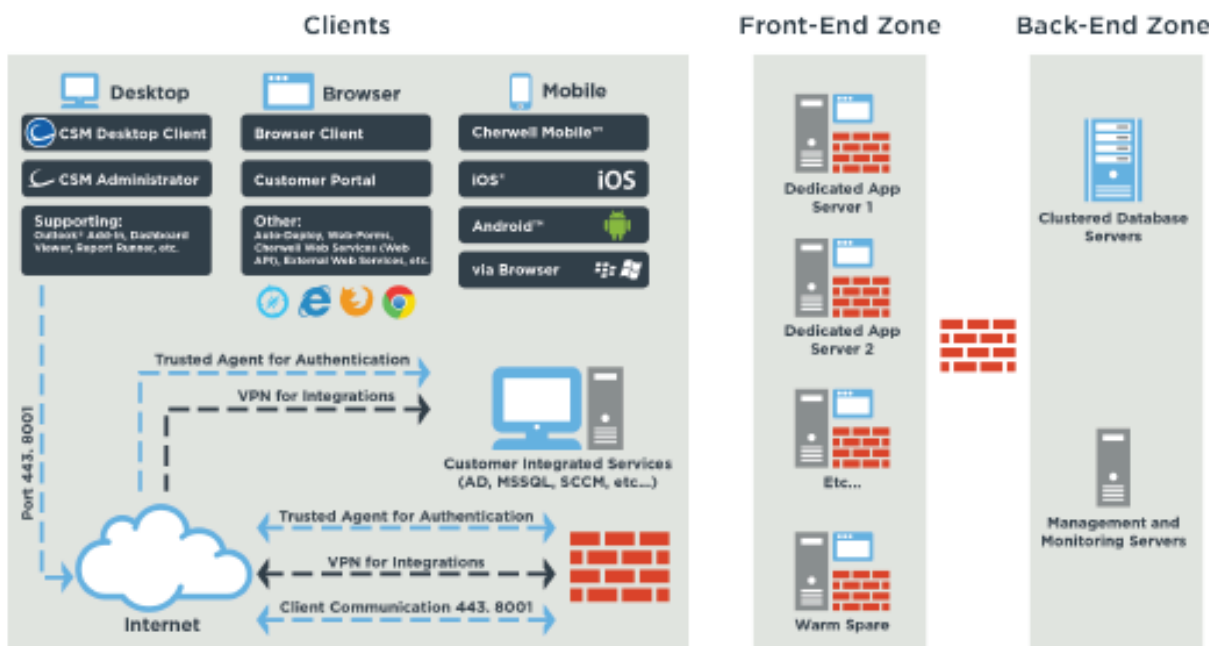


Figure 1. Hosted Architecture Overview

## Hosting Offering

Cherwell offers the following for hosted customers:

- Up to two (2) hosted instances (additional hosted instances at extra cost)
- 1 – 500 users (1TB of storage); >500 users (4TB of storage); more storage can be purchased (priced separately)
- Data backups (for purposes of disaster recovery)
- 24x7 emergency support
- Secure Socket Layer (SSL) encryption
- Trusted Agent (optional) Secure Communication Conduit
- Site-to-site VPN tunnel (priced separately)
  - VPN endpoints are limited to 25. Additional endpoints can be purchased separately.
- Cherwell Asset Management - CAM (priced separately) Note: This requires the installation of a service in your local environment.
- Up to two (2) hosted e-mail accounts (optional)
  - The e-mail accounts provided are not intended to be a primary source of e-mail communications. Customers are encouraged to use their own onsite SMTP relay.
  - Daily email sending limit is 10,000 messages per mailbox. Hosted email accounts are not intended to be used as the primary source of communication.
  - Cherwell's hosted email service is provided by a third party. Terms and conditions can change at any time without notice.
  - Opportunistic TLS will be enforced

Please contact your Cherwell representative for pricing information.

US +1 719.386.7000 Germany +49(0)89/30 9040 140 EMEA +44 (0) 1793 544888

cherwell.com

## Monitoring

In addition to our datacenter providers' monitoring platforms, Cherwell uses several monitoring platforms to ensure that services are always available 24x7. Monitoring includes:

- CPU utilization
- Memory usage
- Disk IO
- Disk space
- Network performance
- Cherwell application services
- Database connectivity
- Intrusion and security related events
- Backup jobs

Performance monitoring reports are available upon request. See reporting section for more detail.

## Customer Server and Data Isolation

At the datacenter, application servers present CSM to each customer. Each server has host-based IDS, IPS, and anti-virus/anti-malware agents.

## Data Availability

Cherwell offers an uptime of 99.98% availability per month, except for excused outages.

Cherwell datacenters are designed to give customers the highest availability possible using the following technologies and methods:

- Front-end/application servers that can easily be replaced as needed, leveraging the latest virtualization technologies
- Redundant data connections to multiple carriers to help ensure that internet connectivity will not be lost
- Physical Environment redundancy across all levels, with n+1 power and environmental systems

Excused Outages are defined as unavailability of the Licensed Software caused by:

- Scheduled maintenance
- Zero Day patches directly impacting Cherwell's hosted offering
- Customer's systems or customer's actions/inactions
- Circumstances beyond Cherwell's control, or the control of Cherwell's authorized agent or service provider, including without limitation, acts of God, acts of Government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, equipment and telecommunications failures, delays, attacks or intrusions, provided Cherwell Software or its authorized agent or service provider takes reasonable and commercial care to prevent such failures, delays, attacks or intrusions

## High Availability

Within the U.S., Cherwell provides High Availability with two (2) hot sites, Denver, CO and Ashburn, VA, and one (1) warm site, Colorado Springs, CO. Customer data is replicated between the two (2) hot sites in real time using Microsoft SQL Enterprise AlwaysOn technology. Traffic can be switched among the three (3) sites using traffic load balancers, which route DNS requests to the appropriate datacenter.

Clustered VMware™ ESXi™ servers with Distributed Resource Scheduler (DRS) allow resource optimization under changing conditions. Multiple database clusters are deployed to allow real time failover protection to minimize downtime and provide redundancy. Database traffic types are separated into appropriate clusters and optimized for performance. Guest servers are constantly monitored for performance within the hosted environment.

If a customer requires a VPN, two (2) VPN tunnels will be required for High Availability failover between datacenters.

Figure 2 shows Cherwell's High Availability architecture overview.

## High Availability Architecture Overview

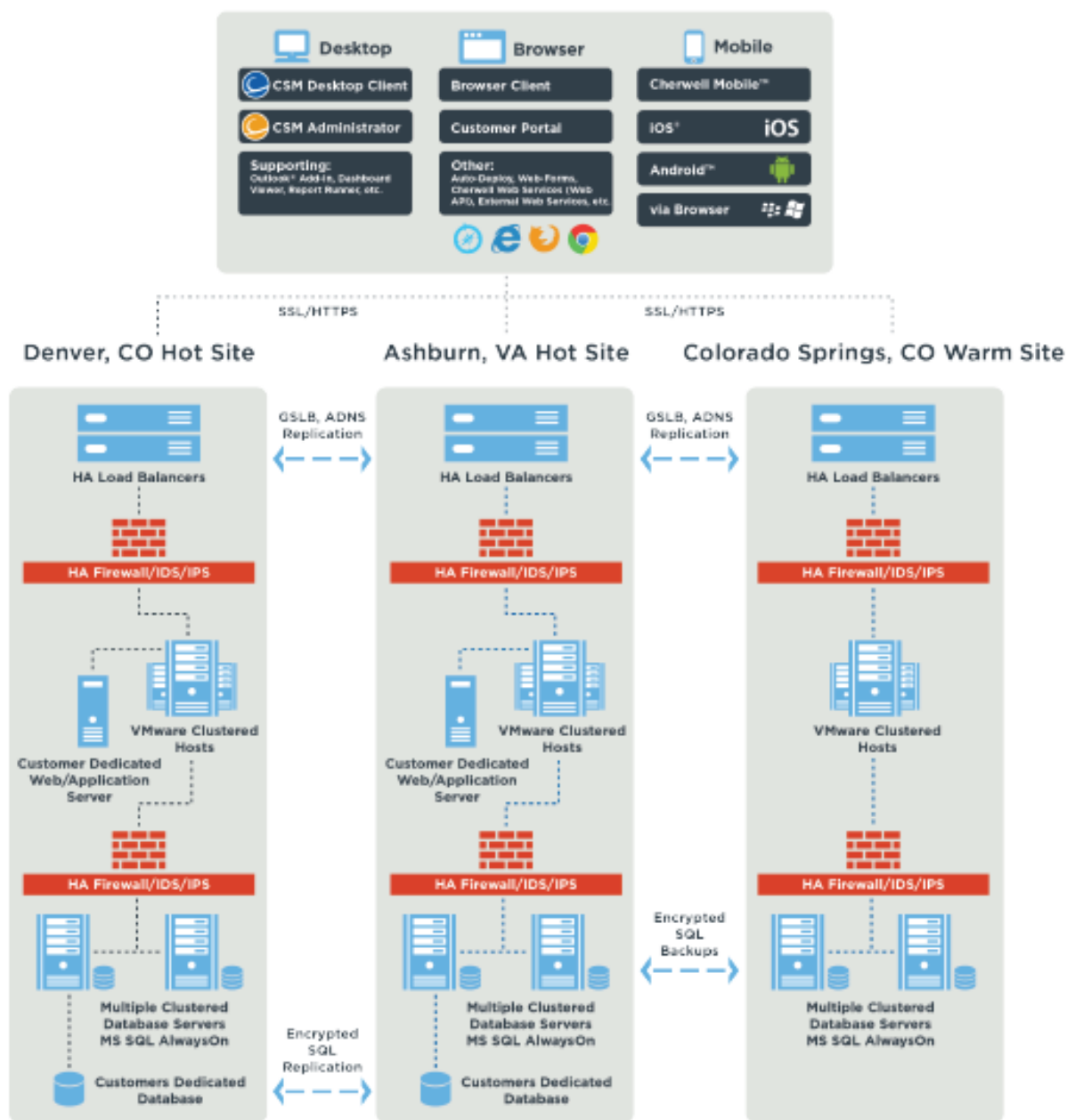


Figure 2. High Availability Architecture Overview



## Security

Security is a top priority for Cherwell to support its customer's data residing in Cherwell's hosted environment. Cherwell undergoes annual third-party audits verifying certification compliance. Cherwell Software is ISO/IEC 27001:2013 Certification #IS 634791. Cherwell is also HIPAA compliant.

### Physical

Physical security is managed by the datacenter providers and is regulated and controlled via their SAS 70 Type II/ SSAE16 practices and standards. These practices and standards include, but are not limited to:

- Established and regularly reviewed security policies
- Controlled entry, mantraps, biometrics, full camera coverage, and bullet proof glass around the Network Operations Center (NOC)
- 24x7 monitoring and security

### Network

Cherwell uses two (2) models of datacenter providers:

- **Co-location:** In our co-location datacenters, Cherwell manages these security controls. Cherwell has established a set of security configurations that have been applied to all environments for devices within Cherwell's control, including:
  - Network segregation
  - Firewall configurations
  - Site-to-site VPN configurations
  - Access control lists
- **Managed services:** Our managed services providers manage all security controls for:
  - Telecommunication infrastructure
  - Network infrastructure
  - Routing
  - Switching
  - Firewall

### Back-end Servers

Server security is managed by our Cherwell Datacenter Administrators.

Cherwell uses a secure configuration that follows with the Center for Internet Security (CIS) benchmark standards. All computers are domain joined and security policies are enforced via group policy and scripts. Accounts, access, authorization, and authentication are tightly controlled and monitored. Customer application servers are isolated, via host-based firewalls, from each other. The back-end services, such as domain, management, and databases are segregated from all application servers.

The concept of *least privilege* is in practice and enforced through administrative policy.

## Application

The methods used by the customer to access their application is through: a 3-tier connection over the internet, either via the CSM Desktop Client, the CSM Administrator tool, or the server's website.

- Rich Client
- Browser
- Mobile

Client connectivity using any of these methods is encrypted and digitally signed to and from the application server using HTTPS over SSL TLS 1.0 and above. Encryption is negotiated.

## Security Testing

Cherwell performs a series of security audits and assessments to ensure that an adequate level of security is maintained. These tests include the following:

Security Test	Performed By	Frequency
Physical Site Visit	Cherwell Software	Annually
SaaS Enterprise Information Security Assessment	Third Party	Annually
Internal Vulnerability Assessment	Cherwell Software	Monthly
Internal Process and Procedure Audit	Cherwell Software	Annually
SAS 70 Type II/SSAE16 Audits	Datacenter Providers	Annually

## Restrictions

The Cherwell hosting model must be managed and maintained in a secure manner. Because this service is available over the internet, Cherwell must have configuration standards and security restrictions that customers might not typically have on servers in their own internal environment.

Below are some of the restrictions imposed when CSM is deployed in Cherwell's hosting environment:

- Only authorized Cherwell employees will have direct login access to the operating system of the customer's application server. These Cherwell employees include:
  - Support
  - Professional Services
  - Datacenter Administrators

All access to the Customer Environments are Authenticated through 2 factor and access is managed through Bomgar Privileged Access Management. Access to the server application in the cloud environment is allowed only by authorized Cherwell Datacenter Administrators.

Cherwell will only directly view customer data on a case by case basis, for support purposes, and only after obtaining permission from the customer.

- The only approved service that can access the database server directly is the Cherwell service running on the customer's application server.
- Cherwell utilizes separation of duties to ensure that only authorized personnel access Cherwell's hosted environment according to the appropriate job function.
- Direct database customizations that are not configured within CSM are rarely done and only in the context of using SQL views to enhance functionality. CSM has a feature that supports this within the CSM Administrator tool and applying a SQL view is only approved on a case by case basis after a proper review by the Cherwell Datacenter Administrators. Customers should work with a Cherwell Professional Services Consultant or Support representative to determine the need for this type of customization.
- Cherwell redirects all internet Browser Applications and portal pages to HTTPS and manages the SSL certificates. Custom hostnames are provided [(customer/company)].cherwell-londemand.com].
- In addition to the provided domain URL, customers can also use their own domain name and Cherwell will purchase a SANS SSL certificate to support multiple subject names. If a customer selects this option, the customer's web domain administrators will need to approve Cherwell's use of using the domain for browser app access on the SSL certificate.
- The installation of third party applications and/or services are not allowed on the hosted environment servers.

## Access to Data

### Datcenter Employees

Datcenter employees do not have direct access to Cherwell servers or customer data. They maintain the physical hardware and managed services only, and are under strict contractual agreement not to access Cherwell Software customer data.

### Cherwell Employees

Access to customer data is restricted to only authorized Cherwell employees. Cherwell employees accessing Customer Environments undergo background checks, are governed by non-disclosure agreements and are required to have security awareness training.

### Customer Access

Customers will not have direct access to the hosted Cherwell server or to the database server that hosts their data. Backups of the data can be obtained at any time using the CSM Administrator tool, and the customer is responsible for this function.

## Support

Cherwell Support is partnered with various resources within our organization to answer questions and resolve issues for our SaaS and On Premise customers. Cherwell Support is dedicated to assisting customers with specific product issues resulting from the normal use of the Cherwell Service Management software on supported platforms, and to provide resolutions/answers to those issues or questions.

Cherwell Support's primary responsibilities are:

- Troubleshooting issues related to the Cherwell Service Management software when unexpected results occur.
- Providing assistance in alternative solutions or workarounds to help maintain stability until such time as a defect is addressed/ corrected.
- Assisting with software maintenance updates and upgrades that offer solution fixes and minor or major product releases.

Support of your Cherwell Service Management software for both SaaS and On Premise customers is available through a variety of contact methods which include Cherwell Self-Service (recommended for efficiency), Telephone Support, E-mail Support, Remote Access Support, Cherwell Scheduled After-Hours Support, and Cherwell On-call/After-hours Support.

## Disaster Recovery Plan

### High Level Plan

A disaster is defined as any event that would cause Cherwell to breach the recovery time objectives. If an event is verified, Cherwell will begin the process of bringing up customer servers and data in the backup datacenter. DNS records are changed to point to the new service location. After the new services have been verified, customers are notified that their services have been restored. Production will be restored first. The RTO for any test or development instance is on a case by case basis. After the outage has been resolved, customers are moved back to their datacenter of origin. This process is designed for minimal impact to the customer, and communication to the customer takes place throughout the process.

### Backups

All backups are encrypted both at rest and in transit. Backups are made directly to disk and replicated to a secondary geographically disperse location within the Continental United States. Differential hourly backups are performed and stored for five days. Then, daily backups are stored for thirty-one (31) days. Customers are encouraged to make their own backups of the application data using built-in functionality using the CSM Administrator tool.

### Recovery Point Objective (RPO)

The RPO for data recovery is to the last hourly backup.

### Recovery Time Objective (RTO)

The RTO is two hours or fewer for production instances. Production will be restored first. The RTO for any test or development instance is on a case by case basis.

### Business Continuity Plan

The main goal of the business continuity plan is to provide a high level overview to ensure ongoing service to customers in the event of a disaster.

### Cherwell Employees

All employees that are involved in customer care and datacenter monitoring are equipped with company issued cell phones and laptops configured with secure VPN capabilities. Additionally, employees have access to either a mobile Wi-Fi connection or cell phones equipped with tethering capabilities. An on-call rotation is in place to ensure 24x7 coverage for Cherwell's hosted services. An escalation call tree is in place in the unlikely event the primary technical resource is unable to respond to an event.

### Applications

Mission critical applications are designed and maintained in a manner that does not rely on any physical office infrastructure.

Development applications, including source code, are hosted in geographically disperse environments, ensuring that our developers can continue to support the application without physical access to the office.

### Network Access

Access to mission critical applications is not 100% reliant on Cherwell's internal network infrastructure. Key employees can access applications via public internet over secure VPN connections.

### Phone Access

In the case of a disaster, Cherwell's main support number can be routed to key employees' company issued cell phones ensuring uninterrupted service to Cherwell customers.

## Reporting

### Monthly Reporting

Monthly performance reports can be setup upon request. These reports include the following metrics:

- Average processor
- Average memory
- Average network
- Uptime Statistics
- Service Availability

### Outage Reporting

- Notifications will be sent via e-mail upon discovery of a service outage.
- Notifications will include a recovery time estimate.
- Upon resolution of the outage, an additional notification will be sent advising the customer that the service has been restored.
- A post-outage incident review will be conducted, and the findings, including any remediation steps, will be sent to the customer via e-mail within 3 days of the resolution.

### Maintenance Reporting

- Maintenance is performed on a monthly basis.
- Maintenance windows are established by Cherwell and communicated to the customer at the start of the new calendar year.
- A notification of upcoming maintenance will be sent out one week ahead of the scheduled time and on the day of the maintenance via e-mail listing changes approved by the Cherwell Change Control Board.
- When maintenance has been completed, a notification will be sent via e-mail.

### Datacenter Facilities Reporting

Australia	Canada	United Kingdom	United States of America
Brisbane, NSW	Kelowna, BC	London	Denver, CO
Melbourne, VIC	Barrie, ON	Manchester	Ashburn, VA

Cherwell's datacenters are SSAE16 SOC2 or ISO 27001 compliant. Details and audit reports for each datacenter are available upon request and include:

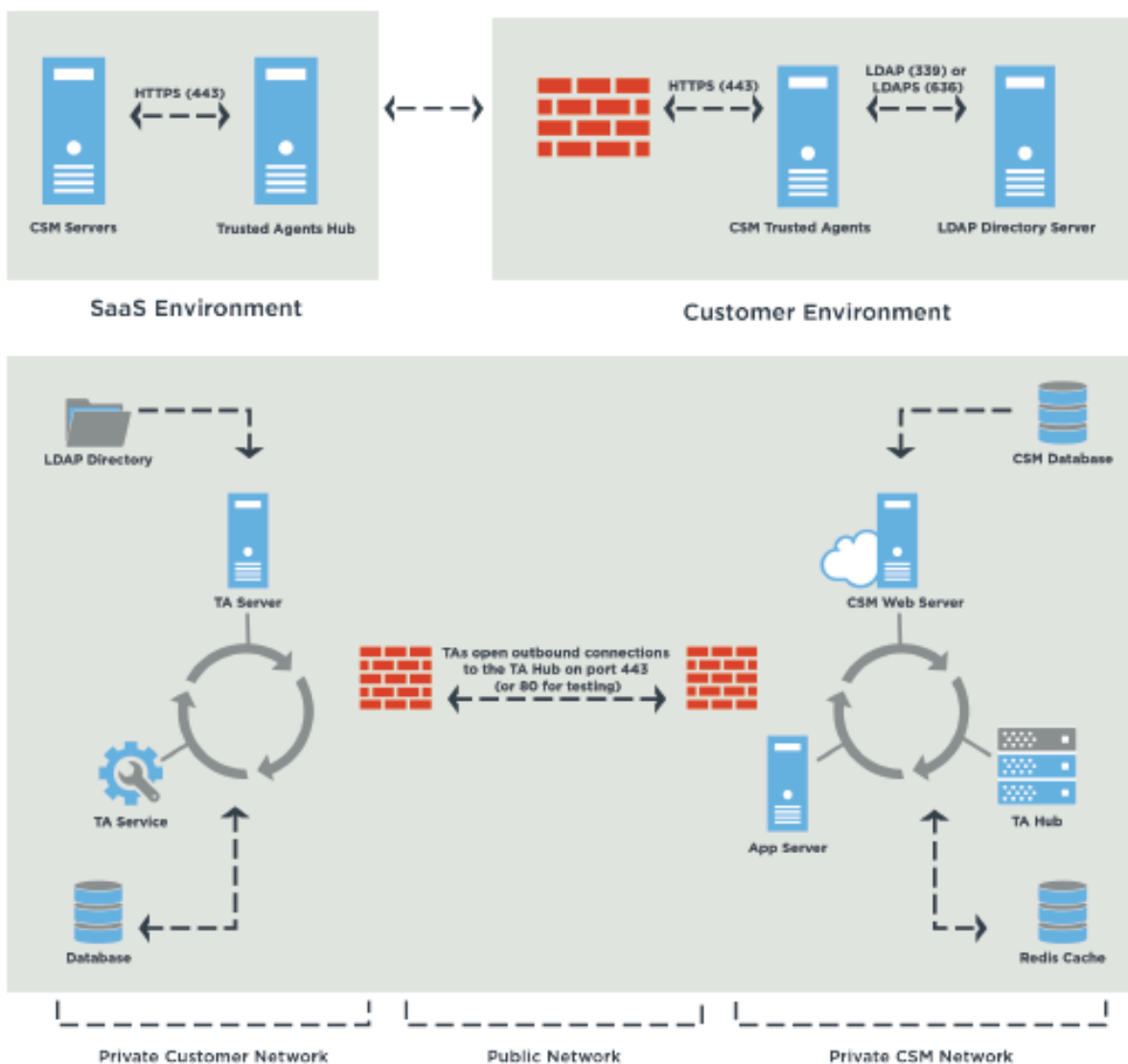
- Physical security is maintained through a multi-layer security approach with biometrics, card access, 24x7 security guards, monitoring of mission critical systems, as well as surveillance and access control.
- Datacenter power is achieved through multiple, redundant power distribution units, emergency generators, and UPS systems.
- NOC is on-site for proactive maintenance and repairs, providing 24x7 remote hands, and mechanical and electrical monitoring, including branch-circuit monitoring by certified technicians.
- Datacenter connectivity is ensured with redundant telecommunication connections to multiple carriers.
- Environmental controls include an N+1 cooling system, dual-interlock, dry-pipe pre-action fire suppression system, as well as redundant units to provide cooling.

## Integration with Third Party Applications

### Trusted Agent

Trusted Agent feature offers a way for users who host their Cherwell servers in a Cherwell data center, or another off-premise hosting environment, to integrate CSM with third-party directories within a corporate network. The Trusted Agent feature enables Cherwell servers to securely access and utilize private directories and domains without the need for a VPN connection or complex firewall configuration between the Cherwell server host network and an organization's private network.

When enabled, Trusted Agents connect to Cherwell servers using firewall-friendly protocols. Cherwell servers then call Trusted Agents to perform directory operations on behalf of the Cherwell servers. For SaaS users, Cherwell configures the hosted side (Cherwell servers) while customers install and configure one or more Trusted Agent servers on their own network to facilitate communications between the Cherwell servers and customer infrastructure.





## Site-to-Site VPN

A site-to-site VPN is used only for the purpose of integrating with other third party applications and systems. It is not necessary for most e-mail configurations and Active Directory® imports, but would be required for all other integrations, including Active Directory integrated authentication.

Customers are responsible for providing and maintaining a VPN device capable of establishing an industry standard IPsec tunnel.

Cherwell will provide the configuration information necessary for establishing the tunnel and will help troubleshoot connections; however, the configuration of customer's device is the sole responsibility of the customer.

There are several Microsoft® SQL Server® and OLEDB data integrations with other applications that can be accomplished within the hosting environment. The most commonly requested integrations include:

1. LDAP: CSM integrates with Active Directory database or an Lightweight Directory Access Protocol

(LDAP)-compatible provider for the purpose of integrated authentication or pulling of directory information. For directory information data pulls, CSM will typically install a small local scheduling service into the customer environment that will then replicate that data securely to the hosted environment. Integration can also be accomplished across a site-to-site secure VPN tunnel.

2. E-mail: CSM has the ability to send e-mail, as well as monitor e-mail inboxes for incoming requests. To monitor an inbox, the customer's e-mail services must be accessible from outside their network. Please see the chart below for supported protocols. If customers do not want to use their own e-mail services, Cherwell can supply up to two e-mail addresses at no additional charge.

Protocol	Microsoft Exchange 2003 and Below	Microsoft Exchange 2007 and Above	Non-Exchange
POP3	✓	✓	✓
IMAP	✓	✓	✓
SMTP	✓	✓	✓
WebDAV		✓	

3. Other Services: CSM is highly configurable, and custom integrations are often used in the hosting environment. These custom integrations have included configuration management platforms, databases, phone systems, and password reset tools.

### Do you need Trusted Agent or a Site-to-Site VPN for CSM Integrations?

CSM is a highly configurable solution and can be integrated with most systems. Depending on specific needs, these integrations may require a virtual private network (VPN) connection or installation of the Cherwell Trusted Agent (TA) in your environment.

1. Web service integration examples (no VPN or Trusted Agent required)
  - a. Integration with web mail (i.e. Exchange OWA)
  - b. Security Assertion Markup Language (SAML) 2.0 authentication
2. Cherwell Trusted Agent (on premise service)
  - a. Active Directory (AD) integration
  - b. Lightweight Directory Access Protocol (LDAP) integration

3. Virtual Private Network (VPN) is required for:
  - a. Microsoft SCCM imports
  - b. Other integrations requiring direct access to an on premise customer system
  - c. Oracle or SQL database imports
  - d. Bulk Imports

As a general rule, if a customer wants a service that is secured behind the customer's corporate firewall to be integrated with CSM, the customer will need a site-to-site VPN tunnel.

Working with a Cherwell Professional Services Consultant is the best way to understand each organization's specific integration needs.

## Conclusion

This document describes Cherwell's hosting environment, including architecture, data availability, high availability, security, disaster recovery, reporting, and integrations with third party applications. The information contained in this document is subject to change.

As Cherwell continues to grow and add more customers, its best practices, approach, and hosting capabilities will continue to evolve and improve. This document will be updated as needed to reflect these changes.