

CLEVELAND PUBLIC LIBRARY

Board Meeting

April 18, 2017

**RESOLUTION TO AMEND AN AGREEMENT WITH
CDW GOVERNMENT, LLC FOR SHAREPOINT DEVELOPMENT**

- WHEREAS, In 2015, the IT/CLEVNET Department began working with CDW Government, LLC (“CDW-G”) to build the high level SharePoint architecture for all of CLEVNET under PO #151660 in an amount not to exceed \$19,720.00 charged to Account 23130105-55540; and
- WHEREAS, Once the high level architecture was built, the next step was for the individual library systems within CLEVNET to develop—if they chose—their own SharePoint intranets; and
- WHEREAS, Cleveland Public Library’s Knowledge Office chose to develop its own SharePoint intranet and entered into a separate agreement on May 31, 2016, with CDW-G to create and implement CPL’s intranet foundation under PO #160968 in an amount not to exceed \$24,900.00, charged to Account 11980055-55540; and
- WHEREAS, CDW-G fulfilled the terms of the agreement and CPL’s new Staff Intranet made its debut on March 15, 2017; and
- WHEREAS, Because ongoing development will be necessary for the success of the Staff Intranet, the Knowledge Office would like to continue working with CDW-G and requests an amendment to the May 31, 2016 agreement in an amount not to exceed \$23,940.00 for a total amended contract amount of \$48,840.00; now therefore be it
- RESOLVED, That the Board of Library Trustees authorizes the Executive Director, CEO, or his designee, to enter into an amendment to the Agreement with CDW Government, LLC, subject to the approval of the Chief Legal Officer, to provide the services as outlined in their proposal in an amount not to exceed \$48,840.00 to be charged to General Fund Account 11980055-55540 (Software).

CHANGE ORDER

Project Name:	Cleveland Public Library-2016.07-SP Online Branding	Project Manager:
Customer Name:	Cleveland Public Library	Anthony Balasko 216-750-9183 Anthony.balasko@cdw.com
CDW Affiliate:	CDW Government LLC	
Effective Date:	April 6, 2017	Requesting Party:
Change ID:	REQ55661-1	Nancy Mocsiran – Cleveland Public Library

This change order (“**Change Order**” or “**CO**”) is made and entered into this April 6, 2017 (the “**Effective Date**”) by and between the undersigned, CDW Government LLC (“**Seller**” and “**we**”), and Cleveland Public Library (“**Customer**” and “**you**”), and amends that certain Cleveland Public Library-2016.07-SP Online Branding Statement of Work made effective May 31, 2016 (“**Statement of Work**” or “**SOW**”).

CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds additional estimated units as per the table below.

Seller will provide Microsoft SharePoint consulting services on an ad-hoc basis. Any ad-hoc requests subject to Seller consultant availability.

ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoice amount of Services Fees will equal the hours actually worked (“**Consultant Hours**”) multiplied by the rate applicable for the consultant (“**Hourly Rate**”) (see Table 1 below).

The Total Estimated Services Fees of **\$23,940** is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Consultant Hours of **126** nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services. Seller shall keep Customer apprised of project progress and will formally notify Customer when total expenditures reach eighty percent (80%) of Total Estimated Service Fees. Customer shall not be obligated to pay fees in excess of \$23,940 without approval of its Board of Trustees.

Table 1 – Services Fees

Consultant	Function	Hourly Rate
Engineer	SharePoint Consultant	\$190

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

When Services are performed at any Customer-Designated Location(s) (as defined below), Consultant Hours will be measured in one (1) hour increments with a minimum of four (4) hours billed for each day. When Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

When Services are performed remotely, time will be calculated in one (1) hour increments with a minimum of one (1) hour each day.

Upon notice to Customer, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____
signature

Name: _____

Title: _____

Date: _____

Cleveland Public Library

By: _____
signature

Name: _____

Title: _____

Date: _____

The following PSM has given approval:
Wayne Hess