



## STATEMENT OF WORK

<b>Project Name:</b>	Ayers Elementary School – AP Cabling & Install	<b>Seller Representative:</b>
<b>Customer Name:</b>	MT DIABLO UNIFIED SCHOOL DISTRICT	Jeff Mitchell
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (847) 465-6000 jeffmit@cdw.com
<b>Subcontractor:</b>	EKC Enterprises, Inc.	<b>Solution Architect:</b>
<b>Date:</b>	June 04, 2021	
<b>Drafted by:</b>	Natosha Hunt-Mobley	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and MT DIABLO UNIFIED SCHOOL DISTRICT (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

## PROJECT DESCRIPTION

### PROJECT SCOPE

Work with Seller to install category 6A and wireless access points at Ayers Elementary School for Customer.

Subject to the other provisions of this SOW, Provider will perform the following services:

- Installation of twenty-six (26) Aruba 515 Indoor Wireless Access Points or equal. CDW#:
- Installation of fifty-four (54) category 6A data drops. Two (2) each to a total of twenty-six (26) 2-port Wireless Access Point locations and one (1) each to a total of two (2) camera locations. Installation includes: cable, jacks, patch panels, patch cords, surface mount box, surface mount raceway, and j-hook cable support as needed. (P)

### PROVIDER RESPONSIBILITIES

Provider is responsible for the following:

1. Cable certifications.

### CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. All hardware to be delivered to site prior to installation date.
2. Provider will require access to all MDF/IDF locations prior to installation date.

### PROJECT ASSUMPTIONS

1. Electrical to be provided by “Others” if required.

2. Installation will proceed consecutively from the start of the job to the completion of the job without work stoppages.
3. All work shall take place as indicated in the project schedule. Provider normal working hours are Monday through Friday, from 7:00 am – 4:00 pm
4. Manpower scheduling shall be made at least ten (10) business days in advance.

## **OUT OF SCOPE**

Tasks outside this SOW include, but are not limited to:

1. Providing any Aruba materials.
2. Providing any programming/configurations.
3. Providing any asset tagging/inventory.
4. Paint/Patching of any kind.
5. Grounding/bonding.
6. Core drilling.
7. Electrical of any kind.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## **GENERAL RESPONSIBILITIES AND ASSUMPTIONS**

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## **CONTACT PERSONS**

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## **CHANGE MANAGEMENT**

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

# PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
  - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
  - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
  - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

# TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

# SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$64,280.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Signed SOW	50%	\$32,140.00
Completion of Work	50%	\$32,140.00
<b>Totals</b>	<b>100%</b>	<b>\$64,280.00</b>

# EXPENSES

Neither travel time nor direct expenses will be billed for this project.

# TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

## **CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## **PROJECT SPECIFIC TERMS**

1. Notwithstanding anything to the contrary in the Agreement, Seller’s Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

# SIGNATURES

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

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**MT DIABLO UNIFIED SCHOOL DISTRICT**

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

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

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

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

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

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

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

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

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT A

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

<b>Location(s)</b>	<b>Address</b>
Ayers Elementary School	5120 Myrtle Dr, Concord, CA 94521