



STATEMENT OF WORK

Project Name:	Chromebook Services	Seller Representative: Pat Hein +1 (312)705-6280 pahei@cdwg.com
Customer Name:	MT DIABLO UNIFIED SCHOOL DISTRICT	
CDW Affiliate:	CDW Government LLC	Solution Architect:
Subcontractor:	EKC Enterprises, Inc.	
Date:	April 22, 2021	
Drafted by:	Connor Grimsley	

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

This SOW is valid for a period of twenty-four (24) months after signature. During that time, Customer may order instances of the service as needed. If Customer requires services after the SOW has expired, a new SOW will need to be executed by Customer and Provider.

Subject to the other provisions of this SOW, Provider will work with Customer to deploy one (1) Chromebook

WAREHOUSING

- All product will ship to Provider’s secure warehouse in Elk Grove, CA
- All work will be performed in Provider’s warehouse

WHITE GLOVE SERVICE TO INCLUDE

- Google OS update-Provider will make sure all Chromebooks are updated and all have the same version
- Google Management- Provider will activate each device and join the unit to the proper OU and sub OU
- SSID- Provider will join each device to the proper SSID
- Import Asset Tag #s into the AssetID field
- Install a Customer provided case on each unit

ASSET TAG SERVICE

- Asset Tagging- Provider will affix a Customer provided Asset Tag to each device
- Documentation- Provider will provide the district with a spreadsheet at the end of the project that includes:

- Asset tag number
- Serial Number
- MAC address

LASER ETCH SERVICE

- Provider will receive a district provided logo and import it into our Etching software
- Provider will send a proof to district for approval before etching will start
- Provider will etch the device and send a picture to district for final approval

DELIVERY

- Provider will safely deliver all equipment to the proper location
- Provider will deliver all Chromebooks in sixty-four (64) unit bulk packing and leave onsite
- Indoor delivery will be performed, and we will leave all Chromebooks in one location
- At time of delivery a signature will be required to ensure proof of delivery
- All delivery reports will be provided to district once all items have been delivered

ASSUMPTIONS

1. All units will be shipped to the school sites as described at time of Purchase
2. District must supply us with a high resolution logo for the Etch
3. District must approve the location of the Etch
4. District must supply us with Asset Tags
5. District must approve the placement of the Asset Tag

EXCLUSIONS

1. This SOW does not include Provider providing Asset Tags

COMPLETION OF PROJECT

- This project will be deemed complete once all product is delivered and signed for

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 will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of TBD is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of TBD nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below 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.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at a any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at a 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).

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

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

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
White Glove Service – Per Item	\$6.00	TBD	TBD
Asset Tag and data capture – Per Item	\$2.50	TBD	TBD
Static Etching – Per Item	\$7.25	TBD	TBD
Bulk Packaging Box – Per Item	\$2.20	TBD	TBD
Inside Delivery – Per Item	\$1.15	TBD	TBD
Install Case – Per Item	\$0.65	TBD	TBD
Estimated Totals		TBD	TBD

EXPENSES

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

TRAVEL NOTICE

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

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**”).

Location(s)	Address
Mt. Diablo Unified School District	1936 Carlotta Drive, Concord, CA 94519