



## SERVICES PROPOSAL

<b>Project Name:</b>	Intercom Install - Combined Install	<b>Seller Representative:</b> Justin Davenport +1 (312) 7054054 JUSTDAV@cdwg.com
<b>Customer Name:</b>	MT DIABLO UNIFIED SCHOOL DISTRICT	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>Subcontractor:</b>	Quest Technology Management	<b>Solution Architect:</b> Oliver Garcia Hernandez
<b>Date:</b>	March 31, 2025	
<b>Drafted By</b>		

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 121923-CDW Technology Products and Services with Related Solutions Agreement between CDW Government LLC and Sourcewell effective March 14, 2024 (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 SCOPE

### HARDWARE INSTALLATION AND CABLING

#### Concord High School - Intercom and Office Entrance

1. Install (1) intercom.
2. Install (1) 8x14 stainless housing.
3. Provide, install, terminate, test, and label (1) plenum CAT6A cable to (1) intercom location.
4. Provide, install, terminate, test, and label (1) plenum CAT6A cable to (1) master location in office.
5. Provide and install (1) 18/4 cable from electrified lock to (1) power supply.
6. Provide and install (1) 18/4 cable from intercom security relay to (1) power supply.
7. Provide and install (1) power supply in MDF.
8. Provide and install (1) electrified lock.
9. Provide and install (4) Panduit Minicom CAT6A jacks, blue.
10. Provide and install (1) Panduit Minicom single port faceplates, ivory.

11. Provide and install (2) 3' CAT6A patch cords.
12. Provide and install (1) 10' CAT6A patch cord.

#### **Data Drops**

1. Provide, install, terminate, test, and label (1) plenum CAT6A cable to (4) locations in the admin office.
2. Provide and install conduit in office to each data drop location.
3. Provide and install (4) Panduit Minicom single port faceplates, ivory.
4. Provide and install (8) Panduit Minicom CAT6A jacks, blue.
5. Provide and install (4) 10' CAT6A patch cords.
6. Provide and install (4) 3' CAT6A patch cords.

#### **Assumptions**

1. Work will be completed during normal business hours.
2. Existing patch panels are Panduit Minicom and have space for new drops.
3. Exposed conduit/wiremold is acceptable.
4. All intercom and access control hardware will be provided by CDW.
5. All system configurations to be completed by CDW.
6. Door states will not be monitored.
7. Existing attic space is accessible.

#### **Exclusions**

1. Permitting.
2. High voltage electrical.
3. Configuration.

#### **Holbrook Language Academy - Intercom and Pedestrian Gate**

1. Install (1) intercom.
2. Install (1) 8x14 stainless housing.
3. Provide, install, terminate, test, and label (1) plenum CAT6A cable to (1) intercom location.
4. Provide, install, terminate, test, and label (1) plenum CAT6A cable to (1) master location in office.
5. Provide and install (1) 18/4 cable from electrified lock to (1) power supply.
6. Provide and install (1) 18/4 cable from intercom security relay to (1) power supply.
7. Provide and install (1) power supply in MDF.
8. Provide and install (1) electrified lock.
9. Provide and install conduit as needed.
10. Provide and install (3) Panduit Minicom CAT6A jacks, blue.
11. Provide and install (3) 3' CAT6A patch cords.

#### **Data Drops**

1. Provide, install, terminate, test, and label (1) plenum CAT6A cable to (3) locations in the admin office.
2. Provide and install conduit in office to each data drop location.
3. Provide and install (3) Panduit Minicom single port faceplates, ivory.
4. Provide and install (6) Panduit Minicom CAT6A jacks, blue.
5. Provide and install (3) 10' CAT6A patch cords.
6. Provide and install (3) 3' CAT6A patch cords.

#### **Assumptions**

1. Work will be completed during normal business hours.

2. Existing patch panels are Panduit Minicom and have space for new drops.
3. Exposed conduit is acceptable.
4. All intercom and access control hardware will be provided by CDW.
5. All system configurations to be completed by CDW.
6. Door states will not be monitored.

#### **Exclusions**

1. Permitting.
2. High voltage electrical.
3. Configuration.

#### **Fair Oaks Elementary - Intercom and Pedestrian Gate**

1. Install (1) intercom.
2. Install (1) 8x14 stainless housing.
3. Provide, install, terminate, test, and label (1) plenum CAT6A cable to (1) intercom location.
4. Provide, install, terminate, test, and label (1) plenum CAT6A cable to (1) master location in office.
5. Provide and install (1) 18/4 cable from electrified lock to (1) power supply.
6. Provide and install (1) 18/4 cable from intercom security relay to (1) power supply.
7. Provide and install (1) power supply in MDF.
8. Provide and install (1) electrified lock.
9. Provide and install conduit as needed.
10. Provide and install (3) Panduit Minicom CAT6A jacks, blue.
11. Provide and install (3) 3' CAT6A patch cords.

#### **Data Drops**

1. Provide, install, terminate, test, and label (1) plenum CAT6A cable to (3) locations in the admin office.
2. Provide and install conduit in office to each data drop location.
3. Provide and install (3) Panduit Minicom single port faceplates, ivory.
4. Provide and install (6) Panduit Minicom CAT6A jacks, blue.
5. Provide and install (3) 10' CAT6A patch cords.
6. Provide and install (3) 3' CAT6A patch cords.

#### **Assumptions**

1. Work will be completed during normal business hours.
2. Existing patch panels are Panduit Minicom and have space for new drops.
3. Exposed conduit is acceptable.
4. All intercom and access control hardware will be provided by CDW.
5. All system configurations to be completed by CDW.
6. Door states will not be monitored.

#### **Exclusions**

1. Permitting.
2. High voltage electrical.
3. Configuration.

#### **PROVIDER RESPONSIBILITIES**

Provider is responsible for the following:

1. Provide implementation services.

## **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

1. Customer to handle all configurations.
2. Customer to ensure Quest has access to all working spaces for installation.

## **PROJECT ASSUMPTIONS**

1. Work will be completed during normal business hours.
2. All configurations performed by others.
3. Due to unstable commodity (steel, copper) pricing this proposal will be re-evaluated every (30) days and subject to change until contract is locked in and final.

## **OUT OF SCOPE**

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

1. Electrical work
2. Network configuration
3. Programming of any kind

## **MILESTONE XPROTECT SYSTEM CONFIGURATION, OPTIMIZATION AND TRAINING**

CDW Consultants will provide remote configuration and customer orientation for the deployment of Customer's Milestone video surveillance solution. Knowledge transfer and orientation for Customer IT personnel and camera operators is also included.

### **SELLER RESPONSIBILITIES**

Services will consist of the items listed below ("Services"):

1. Kickoff - Verify that the following prerequisites are in place:
  - a. All customer Cameras are physically installed, powered on and network accessible.
  - b. Customer's VMS Windows Server or VM is provisioned and accessible.
  - c. Customer to provide Seller engineer(s) with administrative access to customer's relevant servers or another means of access such as remote screen sharing via Cisco WebEx (or equivalent), for the duration of Services.
2. Planning & Design Review – Upon commencement of services, Seller engineer will:
  - a. Review Customer's deployment of Cameras including floor plans illustrating camera placement and field of view
  - b. Review best practices for sites & subsites, camera naming conventions, and other Milestone Xprotect global management features
  - c. Identify Customer's target use cases for Milestone Xprotect features for which to prioritize configuration, optimization, and knowledge transfer activities
3. Configuration & Optimization – Seller engineer will perform the following activities:
  - a. For Provided Intercoms:
    - i. Import cameras into Milestone Xprotect System.
    - ii. Apply desired naming conventions and site associations to cameras.

- iii. Configure camera orientation and view modes (for fisheye cameras, if applicable)
  - iv. Optimize camera configuration settings such as zoom, focus, video quality, etc.
  - v. Create privacy zones (if needed)
  - vi. Configure camera-specific notifications such as Motion Notification, Tamper Detection, Person of Interest, etc.
    - i. Add and configure 3 Floor Plans with camera placements
    - ii. Create camera views and optimize live feed video quality
    - iii. Configure SIP Integration for Customers SIP provider
    - iv. Configure 2N Viewing Station.
    - v. Configure Axis Plugin for additional Intercoms
- 4. Testing – Seller will work with customer to test and validate the following functionality:
  - a. Notifications (up to 2 notification types)
- 5. Knowledge Transfer and Customer Orientation – Seller engineer will provide up to 1 hours of operational knowledge transfer to Customer onsite and/or remote staff:
  - a. Review settings and configurations made to cameras that were in scope for the engagement
  - b. Review general administration and camera operator tasks
  - c. Review Smart Client use and configuration.
  - d. Review how to get help on product, via both online knowledgebase and support requests

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

## **ASSUMPTIONS AND EXCLUSIONS**

The scope and pricing of this SOW assume the following:

- 1. The current network is functioning properly (no adverse conditions).
- 2. Any Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
- 3. Localization for training and documentation will be completed by Customer. Seller will provide all training documentation, training facilitation, and documentation in US English.
- 4. All work completed by Seller consultants will be done remotely.

## **CUSTOMER RESPONSIBILITIES**

- 1. Acquiring all hardware and cabling required for implementation.
- 2. Providing space all servers, routers, and switches in appropriate racks.
- 3. Providing appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the equipment.
- 4. Connecting all equipment to power sources.
- 5. Connecting all equipment to appropriate network switches.
- 6. Providing keyboard, mouse, and monitor for all servers on an as-needed basis.
- 7. Notifying Seller if any links contained within this SOW or associated project documentation do not work or do not provide the expected information.
- 8. Implementing all required DNS records per the design prior to implementation.
- 9. Implementing all required DHCP scope configurations per the design prior to implementation.
- 10. Providing remote and/or on-site access to all systems (hardware and software) as required by Seller.
- 11. Providing sufficient network capacity based on performance objectives and traffic volumes.
- 12. Making available an appropriate Customer technical contact for the duration of the project to provide any necessary network information, access to the existing network, appropriate security clearance, and access to the building where project related equipment resides.
- 13. Confirmation of the completeness and accuracy of the information provided to Seller during the discovery process. All design changes that need to be made because of incomplete or inaccurate information may result in changes to the project fees.

14. Configuration of firewall to accommodate passage of video traffic in and out.
15. Configuration of DNS record(s) dedicated to the video project.
16. Acquisition of security certificates.
17. Provisioning of a VMware environment, including any necessary hardware, software, and licensing, per manufacturer specification for any virtual machine(s).
18. Determination of network application bandwidth requirements and priorities, advised by Seller.
19. Providing of network diagrams and device configuration files (show tech) for the video path as required.
20. Configuration of network quality of service on LAN and WAN devices.
21. Configuration of network services including but not limited to Microsoft Active Directory, NTP, syslog and SFTP.

## OUT OF SCOPE

The following items are explicitly excluded from the scope of this SOW:

1. Implementation, testing, and configuration of equipment that is not included in the bill of materials.
2. Security certificates and/or PKI configuration necessary to support their generation/signing.
3. Implementation, configuration, and testing resulting from design changes.
4. Workstation and server connectivity testing.
5. Configuration, implementation, and/or deployment of applications or features that may be included in Customer's licensing but not specifically identified in this Statement of Work.
6. Firewall/LAN access control list configuration.
7. DNS configuration.
8. Hostname/IP addressing changes.
9. Remediation of any issues found during the systems review or at any other point in the project.

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

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Installation materials	Electrified Locks Power Supply Transfer hinge Composite cable Contacts Rex J-hooks Misc, consumables.	Physical

## 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.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. **Kickoff Meeting**
  - Coordinate and facilitate kickoff meeting
  - Review SOW including project objectives, schedule, and logistics
  - Identify and confirm project participants
  - Discuss project prerequisites
  - Create and distribute escalation and contact lists
2. **Project Schedule or Plan**
  - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
  - Monitor project scope and expectations
  - Identify and manage project risks
  - Monitor the status and progress of the project and the quality of items provided
  - Communicate at regular intervals as agreed upon
  - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
  - Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
  - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
  - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review

- The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
- 4. **Change Management**
  - When a change to a project occurs, the Seller's project change control process will be utilized
  - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
- 5. **Project Closure**
  - Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
  - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

## 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 Seller's 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. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$67,632.00.

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

Milestone	Percentage	Fee
Signed SOW	50%	\$33,816.00
Physical Installation Complete	30%	\$20,289.60
Completion of Implementation	20%	\$13,526.40
Totals	100%	\$67,632.00

# EXPENSES

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

# TRAVEL NOTICE

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer's request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

# CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	Address
Concord High	4200 Concord Blvd, Concord, CA 94521

# NOT FOR SIGNATURE

THIS DOCUMENT IS A DRAFT INTENDED ONLY FOR USE IN THE REVIEW OF TEXT APPLICABLE TO A POSSIBLE SERVICES ENGAGEMENT. IT DOES NOT CONSTITUTE A CONTRACT OR A PROPOSAL FOR A CONTRACT. THE CONTENT OF THIS DOCUMENT, AS IT MAY BE NEGOTIATED BY THE PARTIES, IS INTENDED TO BE INCORPORATED INTO A STATEMENT OF WORK, WHICH WILL INCLUDE OTHER PROVISIONS AND WHICH WILL BE GOVERNED BY ADDITIONAL TERMS AND CONDITIONS. A PARTY'S SIGNATURE OR OTHER INDICATION OF APPROVAL ON OR RELATED TO THIS DOCUMENT SHALL HAVE NO BINDING OR CONTRACTUAL EFFECT.