



STATEMENT OF WORK

Project Name:	Wren Avenue - Network & Infrastructure Upgrade Project	Seller Representative:
Customer Name:	MT DIABLO UNIFIED SCHOOL DISTRICT	Jeff Mitchell
CDW Affiliate:	CDW Government LLC	+1 (847) 4656000 jeffmit@cdw.com
Subcontractor:	EKC Enterprises, Inc.	Solution Architect:
Date:	February 05, 2025	
Drafted By	Paul Davila	

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 DESCRIPTION

PROJECT SCOPE

Work with Seller to install category 6a cabling, Bogen paging system, customer supplied fiber cabling, cabinets/racks, access points, UPS, IP paging, IP camera, IP phones, and MPR AV at Wren ES for Customer.

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

WREN ES

- Provide and install (274) category 6a data drops as specified. Installation includes: cable, jacks, surface mount box, patch panel, patch cords, raceway, and j-hook cable supports as needed.
- Provide and install (6) 220volt 20 amp outlets.
- Provide and install (6) ground bars with #6 ground wire to building ground for new network racks.
- Provide and install (1) Bogen Nyquist NQ-SYSCTRL Server.
- Provide and install (1) Bogen Nyquist NQ-P0100 Pre-Amp Mixer.
- Provide and install (1) Bogen Nyquist NQ-E71010 Input/Output Controller.
- Provide and install (1) Bogen Nyquist NQ-T1100 Touchscreen PoE Admin Phone.
- Provide and install (37) Bogen Nyquist NQ-S1810WBC, PoE Wall Speaker/Display/Flasher/Clock unit.
- Provide and install (11) Bogen Nyquist GA20P2, 20-watt 8-ohm speaker module.
- Provide and install (11) Bogen NQ-GAXMRI 25/70v transformer module.
- Provide and install (11) #22/2 STP cable for exterior horns.

- Provide (75) Station Nyquist Station Licenses.
- Provide 5-Year Extended Software Subscription.
- Provide Nyquist Text to Speech Software License.
- Provide all Bogen Nyquist programming, testing, and training.
- Install (5) Wall mount cabinets. Installation includes: ¾ plywood backboard and misc. mounting hardware. (District provided)
- Install (1) floor standing cabinet. Installation includes: misc. mounting hardware and wall to rack kit. (District provided)
- Install (6) pre-terminated MPO 24-strand OS2 single-mode fiber optic cabling as specified. (District provided)
- Install (35) Indoor Aruba Access Points and mounts or equal. CDW#:
- Install (2) Outdoor Aruba Access Points and mounts or equal. CDW#:
- Install (14) Outdoor Camera and mounts or equal. CDW#:
- Install (1) Indoor Camera and mounts or equal. CDW#:
- Install (44) Poly Phones or equal. CDW#:
- Install (9) UPS and mounts or equal. CDW#:
- Uninstall (6) existing network cabinets.
- Uninstall (LOT) all existing category cabling associated with each specified existing network cabinet.

MPR AV - OWNER FURNISHED EQUIPMENT:

- (1) Da Lite 70264L CDW#
- (1) Epson EB-PU1007W CDW#6582070
- (1) Epson ELPLU04 CDW#4118382
- (1) Chief WMA2S CDW#2293394
- (1) Chief RPMAUW CDW#1976958
- (1) Chief CMS003W CDW#1658219
- (1) Middle Atlantic CWR-12-22PD CDW#2917780
- (1) Shure ULXD4D-G50 CDW#3746892
- (2) Shure UA505 CDW#1468392
- (2) Shure UA850 CDW#2083470
- (2) Shure ULXD2/SM58-G50 CDW#7042066
- (1) Middle Atlantic D2 CDW#541368
- (1) TP Link TL-SG105PE CDW#6354770
- (1) Middle Atlantic PD-615R CDW#2227069
- (4) C2G 40059 CDW#1263323
- (2) QSC AD-S12-WH
- (2) QSC AD-YMS12-WH
- (1) Extron IN1608xi IPCP 60-1238-95
- (2) Extron DTP T HWP 4K 231 D 60-1421-13
- (1) Extron TLP Pro 725M 60-1563-02
- (1) Allen and Heath SQ-Rack
- (1) Biamp ALC404D
- (1) Covid W1135S-AW
- (1) Extron XTP/DTP 24 Plug (10 Pack)
- (2) Covid NEU-NC3MXX

MPR AV - PROVIDER TO PROVIDE THE FOLLOWING:

- All necessary bulk cabling for interconnecting AV devices

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- Surface mount raceway and boxes

MPR AV - SCOPE OF WORK:

- De-install existing projection screen
- Set screen aside for district removal
- Install new projection screen in place of old screen
- Connect new screen to existing electrical in ceiling
- Install new projector on back wall of stage
- Secure projector mount to structure
- Install projector on mount
- Provide new electrical outlet for projector
- Plug projector into power
- Turn on projector and shoot image on screen
- Install new AV rack in IDF
- Secure rack to structure
- Install switcher, mixer, wireless, sequencer, POE switch and amp in new rack
- Install TLP on wall at customer approved location
- Run CAT6 cable from POE switch to TLP
- Install 2x DTP HDMI wall plates on wall at customer approved location
- Run DTP cable from switcher to each input plate
- Terminate DTP cable and test
- Install XLR wall plate at customer approved location
- Run 22/2 shielded cabling from mixer to XLR wall plate and solder XLR ends
- Install Shure wireless antennas on wall within 50' of receiver
- Run premade RG cabling from Shure receiver to antennas
- Install new 12" speaker on each side of the stage
- Run 12/2 speaker cabling from amplifier to each speaker
- Terminate speaker ends
- Run new CAT6 cable from AV rack to nearest IDF
- Terminate CAT6 cable and test
- Run 22/2 shielded cabling from relay to new screen for motor control
- Set limit on screen
- Interconnect all AV devices with appropriate cabling
- Program Extron system for control of all AV components in the room
- Deploy program and debug
- Test all functions of the system
- Train customer on use of the system
- Clean up work area
- Dispose of trash in on site containers

PROVIDER RESPONSIBILITIES

Provider is responsible for the following:

1. Above scope of work.
2. Copper/fiber cable certifications.
3. As-builts.
4. Set aside all uninstalled equipment/cabinets/etc. at customer specified onsite location

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. All hardware to be delivered to site prior to installation date.
2. Supply all wall mount cabinets.
3. Supply floor standing cabinet.
4. Supply pre-terminated fiber optic cabling, rack mount fiber enclosures, and fiber adapter panels.
5. EKC will require access to all MDF/IDF locations prior to installation date.
6. EKC requires floor plan of specified site(s).
7. Supply network switch port ID list prior to project start.
8. Configure network switch ports for specified IP system prior to project start

PROJECT ASSUMPTIONS

1. All existing underground conduits have pull string or mule tape and have sufficient space to add specified cabling.
2. Installation and documentation of district supplied asset tag for above equipment.
3. Installation will proceed consecutively from the start of the job to the completion of the job without work stoppages.
4. All work shall take place as indicated in the project schedule. The EKC normal working hours are Monday through Friday, from 7:00 am – 4:00 pm
5. Manpower scheduling shall be made at least ten (10) business days in advance.
6. This project will be complete in approx. 90-100 days

OUT OF SCOPE

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

1. Providing any Aruba materials.
2. Providing any Camera materials.
3. Providing any UPS materials.
4. Providing any programming/configurations not specified above.
5. Providing any smart hand support.
6. Providing any Wall Mount cabinets.
7. Providing any Floor standing cabinets.
8. Providing any fiber optic cable, fiber rack enclosures, and fiber adapter panels.
9. Providing any trenching/boring.
10. Providing any underground conduit.
11. Roof penetrations.
12. Core drilling/concrete saw cutting.
13. Painting, patching, or finishing of architectural surfaces
14. Any needed sheet rock repair/replacement.
15. Any needed ceiling tile or T-bar modifications, replacement, and/or repair.
16. All mill work, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal.
17. Provision and configuration of client furnished computers and software.
18. Acquisition of permits
19. Offsite trash removal.

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.
- 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.

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 \$1,408,290.00.

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

Milestone	Percentage	Fee
LV - Project Kickoff	24%	\$337,990.00
LV - 50% Completion of Work	24%	\$337,990.00
LV - 75% Completion of Work	24%	\$337,990.00
LV - 100% Completion of Work	24%	\$337,990.00
MPR AV – Project Kickoff	2%	\$28,165.00
MPR AV – Completion of Work	2%	\$28,165.00
Totals	100%	\$1,408,290.00

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 following locations (“**Customer-Designated Locations**”)

Location	Address
Wren Avenue Elementary School	3339 Wren Ave, Concord, CA 94519

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: Dario Bertocchi

Name: _____

Title: VP Contracting Operations

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

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CONCORD, CA 94519-1397