



STATEMENT OF WORK

Project Name:	Data Center UPS & Rack Upgrade	Seller Representative: Jeff Mitchell +1 (847) 465-6000 jeffmit@cdw.com
Customer Name:	MT DIABLO UNIFIED SCHOOL DISTRICT	
CDW Affiliate:	CDW Government LLC	Solution Architect: Rob Pepper
Subcontractor:	EDP Environments, Inc.	
Date:	September 12, 2023	
Drafted By	Liz Minarich	

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 for the installation of a Liebert UPS and Cabinet system at Customer Designated Location. The installation Systems will be provided with four (4) server cabinets for the network equipment plus a new Vertiv UPS System.

Based on the walk of the site, the new equipment will be placed on the raised flooring to the left of the existing cabinets.

SCOPE OF WORK

- Engineered drawings for this project have been removed per Customer.
- DSA and/or City Permits are not included in this SOW per Customer.
- Delivery of the equipment will be via padded van delivery to the job site. All equipment will be received at Provider’s warehouse, inspected, and held for a scheduled delivery.
- Provide construction labor for the following:
 - Locate and place the four (4) network cabinets and the UPS System (2 cabinets wide).
 - Provide and install floor stands for the new UPS System for proper California anchorage.
 - Provide cabinet mounting and seismic anchoring of the indoor cabinets per Manufacturers Specifications.
 - Install and connect eight (8) PDU’s and (8) sensors for the network cabinets.
 - Schedule startup and warranty commissioning of UPS by Vertiv Technical Support
 - Schedule Customer Training to correspond with Vertiv Startup

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- Provide mechanical labor to extend the existing AC Ducting approximately 8' toward the center of the room for improved air flow to the new equipment.
 - Provide complete electrical installation of the SmartRow Including:
 - Provide one (1) new circuit from the main distribution panel to the new UPS.
 - Power for the UPS will be provided from the Main Electrical Panel TC located adjacent to the network room. The power from this panel will be at 208 volts.
 - Provide and install up to eight (8) power cable assemblies in the upper plenums of the cabinets to connect the power from the load to the new PDU's. These will be L21-30 type assemblies and include the 3 pole 30 amp breakers.
 - Provide startup and warranty commissioning of UPS System by Vertiv Technical Support

ASSUMPTIONS

1. Work hours will be 7 am – 5 pm Monday – Thursday. The typical work week is 4 days @ 10 hours/day.
2. Customer will provide access to the areas required for this work to be completed.
3. Customer will provide a location for staging the new equipment thus eliminating the need for multiple deliveries of the equipment.
4. Customer will removal all equipment and/or storage boxes from the raised flooring area for the equipment installation.

OUT OF SCOPE

1. No Data Cabling, Racking or Ladder for the Network Room has been included in this SOW.
2. No commissioning, or load banking of equipment has been included.
3. Scope does not include any moving of servers or computer equipment (if any).
4. Existing conditions of building systems meet all national and state building code requirements.
5. No provisions are made in this SOW to add, delete, or modify an existing sprinkler system, if any.
6. Assume that panel TC has sufficient capacity for the new equipment loads.

CUSTOMER RESPONSIBILITIES:

1. Provide a complete set of existing and/or as-built drawings of the facility if available.
2. Provide a single point of contact during the project.
3. Allow access to all areas of work.
4. Timely approval of final locations of all equipment
5. Customer shall provide adequate space for equipment staging and personnel to coordinate construction activities.
6. Communication with the building owner regarding the proposed work to take place at the site and obtaining their approval, including any construction standards or requirements for this project, is the responsibility of Customer.

CLARIFICATIONS/RECOMMENDATIONS

- All installation quotes above assume the building's electrical system is sized appropriately for all the Network Room upgrades.
- Asbestos abatement, containment, and connection (if any) to the building shall be the responsibility of Customer.

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.

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- 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 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 list 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.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$225,601.00.

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
Project Kickoff	25%	\$56,400.25
Delivery of UPS equipment	25%	\$56,400.25
Electrical and Mechanical Install Completed	25%	\$56,400.25
Start-up and Commissioning Completed	25%	\$56,400.25
Totals	100%	\$225,601.00

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
District Office	1936 Carlotta Drive, 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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

1936 CARLOTTA DR, FISCAL SERVICES DEPT

CONCORD, CA 94519-1397