

STATEMENT OF WORK

Project Name:	Aruba 8400 Switch Implementation	Seller Representative:
Customer Name:	MT DIABLO UNIFIED SCHOOL DISTRICT	Jeff Mitchell
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		Solution Architect:
Date:	April 06, 2021	Mike Chauvin
Drafted by:	Arlette Martinez	

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

Seller will implement and configure the Aruba Networks hardware and software for the Network Infrastructure solution at the 1936 Carlotta Dr., Fiscal Services Dept., Concord, CA 94519-1397 location. Subject to the other provisions of this SOW, Seller will perform the following services:

PLANNING AND DISCOVERY

The planning phase will consist of the following:

- Project Kickoff The project team will be chartered, and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions and finalize any logistical details such as security clearance and wiring closet access.
- Discovery The project team will perform a review of IDFs, MDFs, computer rooms, data centers and wiring closets for power, rack space, UPS and fiber as needed per the discovery and design phases of the project.
- Requirements Gathering The project team will conduct interviews with selected Customer staff to understand and document feature and function requirements.

The Planning and Discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This SOW is subject to revision pending the discovery portion of the engagement.

DESIGN

The Design phase is a critical step in the project. During the Design Phase, Seller staff will document and review how the resulting system will be built and configured. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

- Analysis The project team will review information gathered during Discovery, the new hardware configurations and review industry-leading practices to develop baseline design information.
- Document Design –Seller staff will lead an effort to develop a final design to Customer. This will include Seller recommendations for changes to existing network infrastructure.
- Configuration Development Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the network infrastructure.
- Design Review The design principles will be documented, and a final design review will be conducted with all technical stakeholders.

IMPLEMENTATION AND TESTING

During the Implementation and Testing phase, Seller staff will stage, build, configure and test the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
One (1)	Aruba CX 8400	MDF

As part of the switch/router implementation, Seller will configure, stage, place, and test the hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Configure Virtual Switching Extention (VSX)
- Configure Virtual Switching Fabric (VSF)
- Configure Unicast Routing Interior Gateway Protocol (IGP)
- Configure Protocol Independent Multicast (PIM)
- Configure Spanning Tree Protocol (STP)
- Configure VLANs
- Configure Switched Virtual Interfaces (SVI)
- Configure Quality of Service (QoS)
- Configure First Hop Redundancy (FHR)
- Configure Physical or Virtual Switch Stacking
- Configure Link Aggregation Group (LAG)
- Configure Flow Export (Netflow/IPFIX)
- Configure Simple Network Management Protocol (SNMP)
- Configure IP Service Level Agreements (IPSLA)
- Configure applicable physical network interfaces
- Configure applicable network addressing
- Configure secure access to devices
- Configure network management parameters

• Other configuration parameters as necessitated by the environment.

The project team will execute a defined test plan to verify implementation and configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to Customer. The testing phase will consist of the below items:

- Test Plan Creation The project team will develop a mutually agreed upon test plan for the new hardware configurations to create baseline testing information.
 - Test Plan will include items such as IP reachability tests, configuration verification, and hardware failure scenarios directly related to equipment implemented in this project.
- Baseline Testing Customer will create a baseline test, using created test plan, to ensure proper operation prior to integration and cutover.
- Test Plan Execution After integration and cutover, the project team will execute the test for the new hardware configurations and review the Test Plan results with Customer technical staff.

OPTIONAL FOR ARUBA CX SWITCHES:

NETEDIT QUICK START

Customer will install and configure Net Edit, discover and place up to 25 existing devices, and conduct adoption session to educate Customer on the features of Net Edit. The following tasks will be complete in this part of the engagement:

- 1. Conduct Design meeting
 - a. Initial configuration of VM, customer is responsible for deploying OVA
 - b. Configuration of Net Edit
 - i. Device Discovery
 - ii. Attributes
 - iii. Conformance Rules Up to 4
 - iv. Notifications
 - v. Deployment Plans
 - vi. Firmware Updates
 - c. Conduct Adoption and demonstrations

Out of Scope, when Net Edit is being done, we should have the deployment of the OVA and any troubleshooting related to the virtual machine or virtual networking

INTEGRATION

In the integration phase the "new" network (all new Aruba devices implemented through the standard implementation process) will be connected to the existing infrastructure. When the integration of the two networks is complete, the migration of clients, servers, and printers can begin. The integration phase will consist of the following sub-phases:

- Integration Planning The project team will plan for the integration of the new network to the main campus LAN. The planning process will address physical connectivity, routing, bridging and addressing issues. As part of the planning process, an integration plan, a testing plan, and a backout plan will be developed, and communicated through Customer location's change management process.
- Integration Cutover Seller and Customer technical staff will complete the integration of the two networks according to the plan developed in the integration planning phase.

CUTOVER AND "FIRST DAY OF SERVICE"

Once the system implementation activities as defined in the previous sections are complete, production cut-over to the new system will take place and Seller will monitor the production system, track, and resolve incidents for 0.5days (four (4) hours) at the1936 Carlotta Dr., Fiscal Services Dept., Concord, CA 94519-1397location.

Once the new system is in production and first day issues have been resolved, Customer will move into a Support Phase.

POST-CUTOVER SUPPORT AND PROJECT CLOSE

Seller will transition your support documentation to either a Seller Day Two Support Team or your System Administration staff. Customer will decide on Day Two Support options provided by your Seller contact. If Day Two Support is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.

If a Seller Support Contract is chosen, a transition meeting will take place with that Support Team.

PROJECT MANAGEMENT

Seller will assign a Project Manager to perform the following activities during the project:

- Kickoff Meeting Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- Project Planning Work with the project team to develop a test plan, a migration process, and a detailed project plan which includes timelines, tasks and resource assignments.
- Point of Contact Act as a point of contact for changes or escalations that may arise during the project.
- Project Closure Recap the project activities, provide required documentation, identify any next steps, and formally close the project.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

PLANNING AND DISCOVERY

- 1. Provide the IP addressing and subnet mask plan for the proposed solution.
- 2. Mutually schedule with Seller the site review with each Customer site contact.
- 3. Provide current network diagrams listing existing size, capacity, utilization, and data traffic requirements for all current network facilities.
- 4. Confirmation of the completeness and accuracy of the information provided to Seller during the network review process. All designs that need to be made as a result of incomplete or inaccurate network review information may result in changes to the project fees.

DESIGN

1. Ensure attendance of appropriate personnel for Design Review meetings who have authorization to approve design.

IMPLEMENTATION AND TESTING

- 1. Receive equipment, inventory, record serial numbers and apply asset tags.
- 2. Procure and provide the LAN equipment listed in the provided Bill of Materials.
- 3. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
- 4. Provide proper 19" racks and screws for implementation.
- 5. Provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the switch.
- 6. Provide Seller access or personnel with access to all locations that require switches to be implemented in a timely manner.
- Racking, mounting and connecting the Network Equipment at the 1936 Carlotta Dr., Fiscal Services Dept., Concord, CA 94519-1397location.
- 8. Moving all patch cables to the new equipment.
- 9. Provide necessary patch cables needed to complete implementation.

- 10. Provide the proper equipment and personnel to operate and help implement the switches in a safe manner.
- 11. Provide VM meeting NetEdit Server Requirements.
- 12. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.
- 13. Participate in the development and execution of a comprehensive, functional (acceptance) test plan, which will be the basis for Customer's acceptance of the system.
- 14. Requesting appropriate, internal change control procedures.
- 15. Staff will be on site and available during the implementation cut-over, migration and testing.

SELLER RESPONSIBILITIES

Seller is responsible for the following:

PLANNING AND DISCOVERY

- 1. Mutually schedule the site review with your site contact.
- 2. Conduct site review(s) for all proposed locations.
- 3. Evaluate and validate collected site review information with you.
- 4. Evaluate site review findings and existing network diagram(s), then develop and provide the site readiness recommendations to you.
- 5. Provide network design review recommendations to ensure all items have been properly addressed and the network has been designed appropriately.
- 6. Work with you to understand that sufficient network capacity exists in your provided network design and based on your stated performance objectives along with traffic volumes.

DESIGN

- 1. Work with Customer to understand the environment and to validate the new networking hardware.
- 2. Review the proposed infrastructure design with Customer.
- 3. Provide recommendations for changes to existing network infrastructure based upon design requirements and information collected during Discovery.

IMPLEMENTATION AND TESTING

- 1. Configure implementation-specific switches and routers.
- 2. Configure system components per agreed upon design and Seller best practice.
- 3. Execute tests per test plan for system components within the scope of the project.

PROJECT ASSUMPTIONS

HARDWARE AND SOFTWARE

- 1. All WAN and PSTN circuits will be terminated, provisioned, and functioning properly.
- 2. Cabling will be functioning and terminated.

PREPARATION

- 1. The current network must function properly (no adverse conditions) prior to the implementation of new equipment.
- 2. Cabling to all switch and router equipment is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.

INTEGRATION/MIGRATION

- 1. Integration cutover work will be performed during off hours to avoid any unforeseen disruption of service.
- 2. The new network will be designed and implemented in parallel to the existing network. After the parallel implementation is complete, or nearly complete, the integration of the two networks will occur.

3. Any test conditions that fail and have a related Aruba TAC case will not constitute failure of the test.

ACCEPTANCE AND CHANGES

All design changes will be required to be signed off on by Seller senior engineer and Customer project manager. Changes that are requested following the design freeze may affect project fees. Any changes that are requested to be made by Seller after the completion of the design freeze will be billed on a time-and-material basis.

All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a manufacturer support contract will be billable on a time-and-material basis.

SUPPORT

- 1. Seller will provide services only on Aruba's generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a Change Order.
- 2. If software and/or hardware bugs (defined as Aruba TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, Seller team may temporarily disengage until the manufacturer is able to resolve the bug.

OUT OF SCOPE

- 1. Removal of Packing Materials.
- 2. WAN Circuit Issue Remediation and Troubleshooting.
- 3. Copper and Fiber Cabling Remediation and Troubleshooting.
- 4. Remediation and Troubleshooting of issues not related to implemented equipment.
- 5. Removal of Electronic waste (This can be done via separate service fee)

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

Item	Description	Format
Design Document	Description of the approved design	PDF
Network Diagram	Visual depiction of the approved design	PDF
Test Plan	Description of the test plan and success criteria	PDF
Project Plan	Project plan showing timelines and milestones	PDF

ITEM(S) PROVIDED TO CUSTOMER

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.

PROJECT MANAGEMENT

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

Kickoff Meeting. Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

Project Schedule or Plan. A project schedule 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.

Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

Change Management. When a change to a project occurs, the Seller's project change control process will be utilized. **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, answering any questions address project transition activities and next steps.

Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- Acts as the main POC to Customer, if requested
- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

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 \$19,873.00.

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%	\$9,936.50
Completion of Work	50%	\$9,936.50
Totals	100%	\$19,873.00

Expenses

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

Travel time will not be billed for this project.

CUSTOMER-DESIGNATED LOCATIONS

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

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

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

Location(s)	Address
District Office	1936 Carlotta Drive, Concord, CA 94519