

STATEMENT OF WORK

Project Name:	MDUSD - Ayers ES LV Cabling & AV Install	Seller Representative:	
Customer Name:	T DIABLO UNIFIED SCHOOL DISTRICT Jeff Mitchell		
CDW Affiliate:	CDW Government LLC	+1 (847) 4656000	
		jeffmit@cdw.com	
Subcontractor:	EKC Enterprises, Inc.	Solution Architect:	
Date:	May 08, 2025		
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 121923-CDW Technology Products and Services with Related Solutions Agreement between CDW Government LLC and Sourcewell effective March 13, 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 Provider to install category 6a cabling, Bogen paging system, Customer supplied fiber cabling, cabinets/racks, access points, UPS, IP camera, IP phones, and MPR AV at Ayers ES for Customer.

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

AYERS

- Provide and install (257) 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 five (5) 220volt 20 amp outlets.
- Provide and install five (5) ground bars with #6 ground wire to building ground for new network racks.
- Provide and install one (1) Bogen Nyquist NQ-SYSCTRL Server.
- Provide and install one (1) Bogen Nyquist NQ-P0100 Pre-Amp Mixer.
- Provide and install one (1) Bogen Nyquist NQ-E71010 Input/Output Controller.
- Provide and install one (1) Bogen Nyquist NQ-T1100 Touchscreen PoE Admin Phone.
- Provide and install (36) Bogen Nyquist NQ-S1810WBC, PoE Wall Speaker/Display/Flasher/Clock unit.
- Provide and install (14) Bogen Nyquist GA10P, 10-watt 8-ohm speaker modules.
- Provide and install (14) Lowell VRG-LUH15TX Exterior Speaker with CB86-SGVPO Backbox.
- Provide and install (14) #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 four (4) Wall mount cabinets. Installation includes: ¾ plywood backboard and misc. mounting hardware. (Customer provided)
- Install one (1) floor standing cabinet. Installation includes: misc. mounting hardware and wall to rack kit. (Customer provided)
- Install four (4) pre-terminated MPO 24-strand OS2 single-mode fiber optic cabling as specified. (Customer provided)
- Install (32) Indoor Aruba Access Points and mounts or equal. #:
- Install two (2) Outdoor Aruba Access Points and mounts or equal. #:
- Install two (2) Axis P3267-LVE Camera and mounts or equal. #:
- Install one (1) Axis P4707 Camera and mounts or equal. #:
- Install three (3) Poly Edge E500 Phones or equal. #:
- Install (33) Poly Edge E100 Phones or equal. #:
- Install five (5) N1C L-Series N1C.L3000G UPS and mounts or equal. #:
- Uninstall five (5) existing network cabinets.
- Uninstall (LOT) all existing category cabling associated with each specified existing network cabinet.

MPR AV - CUSTOMER FURNISHED EQUIPMENT

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

MPR AV - PROVIDER TO PROVIDE THE FOLLOWING

- All necessary bulk cabling for interconnecting AV devices
- Surface mount raceway and boxes

MPR AV - SCOPE OF WORK

- De-install existing projection screen
- Set screen aside for Customer 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. Provider will require access to all MDF/IDF locations prior to installation date.
- 6. Provider 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 Customer 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. Provider normal working hours are Monday through Friday, second shift.
- 5. Manpower scheduling shall be made at least ten (10) business days in advance.
- 6. This project will be complete in approx. 85-95 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 SOW.
- 17. Provision and configuration of Customer furnished computers and software.
- 18. Acquisition of permits
- 19. Off site 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.

PROJECT MANAGEMENT

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

1. Kickoff Meeting

- o Coordinate and facilitate kickoff meeting
- o Review SOW including project objectives, schedule, and logistics
- o 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.
- o Monitor project scope and expectations
- o Identify and manage project risks
- o Monitor the status and progress of the project and the quality of items provided
- o Communicate at regular intervals as agreed upon
- o 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 \$1,093,430.00.

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%	\$266,340.00	
LV - 50% Completion of Work	24%	\$266,340.00	
LV - 75% Completion of Work	24%	\$266,340.00	
LV - 100% Completion of Work	24%	\$266,340.00	
MPR AV – Project Kickoff	2%	\$14,035.00	
MPR AV – Completion of Work	2%	\$14,035.00	
Totals	100%	\$1,093,430.00	

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
Ayers Elementary School	5120 Myrtle Dr, Concord, CA 94521

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.

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MT DIABLO UNIFIED SCHOOL DISTRICT

By: Dario Bertocchi (May 8, 2025 15:32 EDT)	By:
Name: Dario Bertocchi	Name:
Title: VP Contracting Operations	Title:
Date: 05/08/2025	Date:
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