



STATEMENT OF WORK

Project Name:	Promethean IFP Project - Phase 3	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:
Subcontractor:	EKC Enterprises, Inc.	
Date:	November 02, 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

Work with Provider to install the following

CUSTOMER FURNISHED EQUIPMENT:

- (81) Promethean AP9-A86-NA-1 #7026204
- (13) Promethean AP9-A65-NA-1 #7026208
- (40) Promethean Cart #???

PROVIDER TO PROVIDE THE FOLLOWING:

- All painting and patching supplies for patching small holes from de-install

IFP ON WALL INSTALLS (ALL 54 ROOMS)

- Receive all equipment at Provider secure warehouse.
- Un box display, power on and check for any screen defects.
- Apply Customer image for Promethean panel via Customer provided USB stick.
- Apply Customer provided Asset tag for display and Chromebox.
- Connect Promethean panel to Wi-Fi network.
- Perform firmware upgrade if necessary.

-
- Perform calibration of multi touch.
 - Scan Asset tag into spreadsheet and provide to Customer.
 - Install provided mount on wall at Customer approved location
 - Unbox and hang display on mount and secure.
 - Plug Promethean into existing electrical outlet.
 - Power on Promethean display and confirm all functions operate properly.
 - Take picture of deployed, powered on and home screen showing Promethean for End of Day report.
 - Provide detailed End of Day report to all approved Customer and Provider personnel.
 - Dispose of all boxes off site.

ADDITIONAL SCOPES PER ROOM FOR ON WALL INSTALLS

AYERS ES

ROOM E-1

- De-install existing whiteboard on wall
- Set whiteboard aside for re-install by Customer
- De-install existing Epson UST on wall
- De-install all associated AV cabling
- Set all de-installed equipment aside for Customer removal

CONCORD HS

ROOM 504

- De-install existing whiteboard
- Set whiteboard aside for Customer removal

DENT CENTER

ROOM 4

- De-install existing whiteboard
- Set whiteboard aside for Customer removal

FISCAL OFFICE

- De-install existing display and mount
- Set display and mount aside for Customer removal

EL MONTE ES

ROOM K3

- De-install existing whiteboard
- Set whiteboard aside for Customer removal
- De-install existing display and mount
- Set display and mount aside for Customer removal

ROOM 17

- De-install existing whiteboard closest to the phone
- Set whiteboard aside for Customer removal

HIDDEN VALLEY ES

ROOM F1

- De-install existing sliding whiteboard
- Set whiteboard aside for Customer removal

ROOM E9

- De-install existing whiteboard on left
- Set whiteboard aside for Customer removal

MOUNTAIN VIEW ES

ROOM D5

- De-install existing whiteboard
- Set whiteboard aside for Customer removal
- De-install existing display and mount
- Set display and mount aside for Customer removal

ROOM K1

- De-install existing whiteboard
- Set whiteboard aside for Customer removal

OLYMPIC HS

MAIN OFFICE

- Install new electrical outlet behind display
- Test outlet

PLEASANT HILL ES

ROOM 11

- De-install existing whiteboard on wall
- De-install existing Epson UST on wall
- De-install all associated AV cabling
- Set all de-installed equipment aside for Customer removal

ROOM 14

- De-install existing whiteboard on wall
- De-install existing CRT display on wall
- De-install all associated AV cabling
- Set all de-installed equipment aside for Customer removal

RIO VISTA ES

ROOM C11

- De-install existing sliding whiteboard
- De-install existing AV equipment in room
- Set all de-installed equipment aside for Customer removal

ROOM C12

- De-install existing whiteboard on wall
- De-install existing Epson UST on wall

-
- De-install all associated AV cabling
 - Set all de-installed equipment aside for Customer removal

SEQUOIA ES

ROOM D1

- De-install existing display and mount
- Set display and mount aside for Customer removal

SHORE ACRES ES

ROOM 16

- De-install existing whiteboard
- Set whiteboard aside for Customer removal
- De-install existing display and mount
- Set display and mount aside for Customer removal

ROOM 24

- De-install existing whiteboard
- Set whiteboard aside for Customer removal
- De-install existing display and mount
- Set display and mount aside for Customer removal

ROOM 5

- De-install existing display and mount
- Set display and mount aside for Customer removal

STRANDWOOD ES

ROOM B1

- De-install existing whiteboard on wall
- Re-install whiteboard on back wall
- De-install existing Epson UST on wall
- De-install all associated AV cabling
- Set all de-installed equipment aside for Customer removal

ROOM B3

- De-install existing whiteboard on wall
- De-install existing Epson UST on wall
- De-install all associated AV cabling
- Set all de-installed equipment aside for Customer removal

ROOM C4

- De-install both existing whiteboard on wall
- Re-install 1st whiteboard on wall behind teacher's desk
- Re-install 2nd whiteboard on wall to the left of the room when you walk in
- De-install existing Epson UST on wall
- De-install all associated AV cabling
- Set all de-installed equipment aside for Customer removal

SUN TERRACE ES

ROOM D6

- De-install existing whiteboard on wall
- Set whiteboard aside for Customer removal

SUNRISE SCHOOL

ROOM 1

- De-install existing display and mount
- Set display and mount aside for Customer removal

ROOM 2

- De-install existing display and mount
- Set display and mount aside for Customer removal

ROOM 6

- De-install existing display and mount
- Set display and mount aside for Customer removal

VALLEY VIEW MS

ROOM A3

- De-install existing whiteboard on wall
- De-install existing Epson UST on wall
- De-install all associated AV cabling
- Set all de-installed equipment aside for Customer removal (Smart Board belongs to teacher)

ROOM E3

- De-install existing whiteboard
- De-install pull down screen above whiteboard
- Set all de-installed equipment aside for Customer removal

ROOM B8

- De-install existing whiteboard
- Set whiteboard aside for Customer removal

WILLOW CREEK CENTER

ROOM A4

- De-install existing whiteboard
- Set whiteboard aside for Customer removal
- Assess issue with existing electrical outlet
- Repair issue with electrical outlet (If possible)

WREN AVE ES

ROOM 21

- De-install existing whiteboard
- Set whiteboard aside for Customer removal

ROOM 22

- De-install existing display and mount
- Set display and mount aside for Customer removal

ROOM 10

- De-install existing whiteboard
- Set whiteboard aside for Customer removal

ROOM 15

- De-install one of the two existing whiteboards
- Set whiteboard aside for Customer removal

ROOM 13

- De-install existing display and mount
- Set display and mount aside for Customer removal

ROOM 12

- De-install one of the two existing whiteboards
- Set whiteboard aside for Customer removal

IFP ON CART INSTALLS (23 ROOMS)

- Receive all equipment at Provider secure warehouse.
- Un box display, power on and check for any screen defects.
- Apply Customer image for Promethean panel via Customer provided USB stick.
- Apply Customer provided Asset tag for display and Chromebox.
- Connect Promethean panel to Wi-Fi network.
- Perform firmware upgrade if necessary.
- Perform calibration of multi touch.
- Scan Asset tag into spreadsheet and provide to Customer.
- Re box display and make ready for delivery.
- Assemble mobile cart and balance box.
- Cable manage power strip in cart.
- Test all functions of height adjustable mount.
- Deliver equipment to scheduled Customer site and deploy to classrooms.
- Un box and mount display on height adjustable mobile cart and secure properly.
- Plug surge protector into nearby electrical.
- Power on Promethean display and confirm all functions operate properly.
- Confirm height adjustable mount operates properly.
- Place Provider bag with screen cleaning cloth, laminated instruction sheet and (2) pens on display.
- Take picture of deployed, powered on and home screen showing Promethean for End of Day report.
- Provide detailed End of Day report to all approved Customer and Provider personnel.
- Dispose of all boxes off site.

PATCHING AND PAINTING FOR 54 ON WALL ROOMS (WITHIN REASON)

- Prep work area with proper floor and furniture coverings
- Repair small holes in wall surface with proper filler and spackle
- Using Customer provided paint, paint over repaired holes
- Clean up work area

-
- Dispose of trash in on site containers

*Provider to patch holes “within reason” Any patching or painting deemed non reasonable, will be addressed with a change order

PROJECT MANAGEMENT:

- Schedule kick off call with Customer and set expectations
- Provide detailed End Of Day reports to Customer
- Schedule weekly progress calls with Customer
- Schedule hand off call to go over completion of project
- Schedule any necessary onsite training sessions with Customer

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Assure all product is on site prior to install
2. Provide access to the site for the duration of the install
3. Remove all wall decorations from installation surfaces prior to install
4. Provide all paint for repairs

PROJECT ASSUMPTIONS

1. All material is on site prior to installation
2. Provider to have access to the site for the duration of the install

OUT OF SCOPE

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

1. Voice and data infrastructure and systems
2. Necessary sheet rock replacement or repair
3. Necessary ceiling tile or T-bar modifications, replacement, and/or repair
4. 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
5. Painting, patching, or finishing of architectural surfaces
6. Core drilling and/or concrete saw cutting
7. Ceiling, roof, firewall, and/or floor penetrations
8. Removal or patching of fire stopping
9. Any subscription services, cabling, and equipment
10. Provision and configuration of Customer furnished computers and software
11. Acquisition of permits
12. Patching large holes

*Any defective product discovered during installation, that will cause additional labor and/or material rental costs due to a return trip, will be addressed on a change order.

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.
 - 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 \$179,500.00.

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 Kick Off	50%	\$89,750.00
Completion of Work	50%	\$89,750.00
Totals	100%	\$179,500.00

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
Willow Creek Center	1026 Mohr Ln, Concord, CA 95418
DENT	1936 Carlotta Drive, Concord, CA 94519
Ayers Elementary	5120 Myrtle Dr, Concord, CA 94521
Bancroft Elementary	2200 Parish Dr, Walnut Creek, CA 94598
El Monte Elementary	1400 Dina Dr, Concord, CA 94519
Hidden Valley Elementary	500 Glacier Dr, Martinez, CA 94553
Holbrook Elementary	3333 Ronald Way, Concord, CA 94519
Mountain View Elementary	1705 Thornwood Dr, Concord, CA 94521
Pleasant Hill Elementary	2097 Oak Park Blvd, Pleasant Hill, CA 94523
Rio Vista Elementary	611 Pacifica Avenue, Bay Point, CA 94565
Robert Shearer Elementary	1 Corritone Ct, Pleasant Hill, CA 94523
Shadelands Elementary	1861 Silverwood Dr, Concord, CA 94519
Shore Acres Elementary	351 Marina Rd, Bay Point, CA 94565
Silverwood Elementary	1649 Claycord Ave, Concord, CA 94521
Strandwood Elementary	416 Gladys Dr, Pleasant Hill, CA 94523
Sun Terrace Elementary	2448 Floyd Ln, Concord, CA 94520
Sunrise Elementary	1861 Silverwood Dr, Concord, CA 94519
Valhalla Elementary	530 Kiki Dr, Pleasant Hill, CA 94523
Val Verde Elementary	3275 Peachwillow Ln, Walnut Creek, CA 94598
Walnut Acres Elementary	180 Cerezo Dr, Walnut Creek, CA 94598
Wren Avenue Elementary	3339 Wren Ave, Concord, CA 94519
Oak Grove Middle	2050 Minert Rd, Concord, CA 94518
Valley View Middle	181 Viking Dr, Pleasant Hill, CA 94523
Sequoia Middle	265 Boyd Rd, Pleasant Hill, CA 94523
Diablo View Middle	300 Diablo View Ln, Clayton, CA 94517
Concord High	4200 Concord Blvd, Concord, CA 94521
Olympic High	2730 Salvio St, Concord, CA 945189
Ygnacio High	755 Oak Grove Rd, Concord, CA 94518
College Now	321 Golf Club Rd, Pleasant Hill, CA 94523

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: Services Contracts Manager

Name: _____

Title: Services Contract Manager

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

1936 CARLOTTA DR, FISCAL SERVICES DEPT

Vernon Hills, IL 60061

CONCORD, CA 94519-1397