



STATEMENT OF WORK

Project Name:	Cisco UC Staff Aug	Seller Representative: Nick Geiser 6143189058 nickgei@cdwg.com
Customer Name:	DEPT OF TECHNOLOGY	
CDW Affiliate:	CDW Government, LLC.	
Date Requested:	December 31, 2018	Solution Architect: Osvaldo Vargas Jose Taveras
Seller Services Manager:	Kenn Skelly	
Version:	4	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date this SOW is signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government, LLC. (“**Provider**”, “**Seller**” and “**we**”) and DEPT OF TECHNOLOGY **Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

Seller will provide Customer with one or more engineers for a staff augmentation engagement for up to (296.72) hours. During this support period, Seller’s engineer(s) will work as requested and instructed to handle any questions, assessments, preparation, design, engineering, implementation, documentation, preparation, support and day-to-day issues with Customer’s environment relative to its Cisco UC Cluster environment on version XX.X.

*Version to be determined by Customer.

This SOW and the associated costs are based on a commitment of one (1) resource to be utilized for (296.72) hours. The resource will be a Consulting Engineer with expert knowledge in the following:

- Cisco Unified Communications Manager
- Cisco Unity Connection
- Cisco Unified Contact Center Express
- Cisco IM & Presence
- Cisco voice Routers/Gateways
- Expressways

*UC applications to be determined by Customer.

Seller may provide multiple engineers for this engagement in order to provide this coverage and reduce travel costs.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Prior to the start of the Services, Customer will designate a person to serve as the Customer Project Manager who will be the focal point for Seller communications and will have the authority to act on behalf of Customer in all matters.
2. Provide access to the designated location(s) and a clean, adequate workspace with appropriate network connectivity and credentials for Seller engineer to work.
3. Provide appropriate remote access connection information and credentials to Seller for accessing the devices when remote services are required.
4. Coordinate all change-control with internal Customer processes and provide approved maintenance window schedule to Seller.

PROJECT ASSUMPTIONS

1. Seller will maintain project communications through the Customer Project Manager
2. All non-disruptive activities may be performed by Seller during regular business hours.
3. To avoid consultant burn-out, Services Support is provided during Standard Business Hours (Meaning 8AM-5PM, local time, Monday thru Friday, excluding Holidays).
4. All activities that could potentially cause a disruption of production services, such as software/firmware upgrades, device reboot/restart, and disruptive configuration changes will be performed after normal business hours during a scheduled maintenance window provided by Customer.
5. Additional hours requested beyond the first seven (7) weeks may be added through an executed Change Order. Two (2) week notice is required in order to maintain schedules.

OUT OF SCOPE

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

1. Seller is not responsible for overall project management (i.e. work will be at the Customer's direction).
2. Seller is only responsible for providing a skilled resource available for Customer use on Customer projects.
3. There will be no contractually defined and identified Materials.
4. Configuration and troubleshooting of equipment not directly owned or leased by Customer or managed by a third party other than Seller.
5. Services Support Hours performed outside of Standard Business Hours.

TERMINATION

Client may terminate this SOW by giving CDW written notice. Upon termination, Customer agrees to pay all fees for Services performed and all pre-approved expenses up to the date the SOW is terminated.

NON-SOLICITATION

The Parties agree that during the term of this Agreement (Staff Augmentation) and for a period of one (1) year thereafter, neither Party shall knowingly solicit for employment the other Party's Personnel directly involved in the performance of Services hereunder. The foregoing will not prevent solicitations if: (i) such Personnel leave the employment of the Party or its affiliates; (ii) such Personnel initiate discussions with the Party concerning possible employment; or (iii) the other Party provides written consent for the Party to solicit and hire the specific Personnel. The phrase "solicit for employment" shall not be deemed to include general solicitations of employment (including public advertisements, recruiting firm contacts, or other non-individualized media).

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Proprietary and Confidential

CDW

Government,

LLC.

Version: 4

Contract Number: 41154

Drafted by: Dana Warren

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

ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Documentation or Notes	Any work related, supporting notes or documents created as part of the staff augmentation will be left with Customer.	Word, Excel, etc.

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.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Service Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2).

The Total Estimated Services Fees of \$48,960.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 296.72 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Consulting Engineer – Per Hour	\$165.00	296.72	\$48,960.00
Estimated Totals		296.72	\$48,960.00

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

EXPENSES

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

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

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

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

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.

The 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.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION

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 SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

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").

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.

MISCELLANEOUS

This SOW shall be governed by that certain Contract for services under \$50,000 between CDW Government LLC and City of Columbus dated December 12, 2018 (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. References in the Agreement to a SOW or a Work Order apply to this SOW. 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. This SOW is the proprietary and confidential information of Seller.

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.

CDW Government, LLC.

By: _____
signature

Name: _____

Date: _____

Mailing Address:

230 N. Milwaukee Avenue, Vernon Hills, IL. 60061

- The following PSM has given approval:
Kenn Skelly

DEPT OF TECHNOLOGY

By: _____
Signature

Name: _____

Date: _____

Mailing Address:

Street: _____

City/ST/ZIP: _____

Billing Contact:

Street: _____

City/ST/ZIP: _____

- A purchase order for payment hereunder is attached.
 A purchase order is not required for payment hereunder

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 1 – Customer-Designated Locations

Location(s)	Service(s)		
City of Columbus 1111 E Broad Street Columbus, OH 43205	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input checked="" type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work
City of Columbus 1601 Arlingate Lane Columbus, OH 43228	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input checked="" type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work