

STATEMENT OF WORK

Project Name:	Network Infrastructure Implementation	Seller Representative:
Customer Name:	Galion City School District (OH)	Mike Goldberg (312) 705-5636 mikgol@cdw.com
CDW Affiliate:	CDW Government LLC	
SOW Effective Date:	April 2, 2015	Solution Architect:
Version:	1.0	Matt Murdza

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this April 2, 2015 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Galion City School District (OH) (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

Seller will implement and configure the hardware and software for the Cisco Network Infrastructure solution at the Galion City Schools locations listed in the Customer Designated Locations table.

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 survey of all IDFs, MDFs, computer rooms, data centers and wiring closets for power, rack space, UPS and fiber. Additionally, the survey process will be used to discover any additional issues that might cause delays to the project.
- Requirements Gathering – the project team will conduct interviews with selected Customer staff to understand and document feature and function requirements.
- Project Planning – the project team will develop a test plan; a migration process; a risk management plan; and a detailed project plan which includes timelines, tasks and resource assignments.

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 Statement of Work 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 Seller Best Practices in order to develop baseline design information.

- Document Design – Seller staff will lead an effort to develop a final design custom to Customer. This will be an interactive process between Seller engineers and Customer staff, as tradeoffs in design decisions, implementation impacts and issues, and the final selection of features for implementation are discussed. 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 and reduce the chance of error caused by manual configuration.
- Design Review – The design principles will be documented and a final design review will be conducted with all technical stakeholders. At the final design review, an overview of the network design document will be presented for discussion, and a walkthrough of the configuration templates will be used to map design criteria to configurations. The design review will be used as both an educational tool, and a forum for transferring knowledge to staff performing implementations.

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:

- Due to the large number of switches being deployed the equipment listing will be provided in a separate document in .XLS format

As part of the switch/router implementation, Seller will stage, place, and test the hardware listed above based on the following:

- Configure data and voice VLANs based on the design phase of the project.
- QOS will be configured based upon the latest Seller Best Practices to set priority on all voice control and bearer traffic.
- Configure physical network interfaces based on the design phase of the project.
- Configure all network addressing based on the design phase of the project.
- Configure secure access to the switch based on the design phase of the project.
- Configure network management parameters based on the design phase of the project.
- Other configuration parameters as necessitated by the environment and as dictated by Seller Best Practices.

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.

INTEGRATION

In the integration phase the “new” network (all new Cisco 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 both the main campus LAN and the WAN. 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 the 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 1 days (8 hours) at the Galion MS location.

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. Additionally, the Seller Project Manager will schedule a project closeout meeting. Seller will provide final project documentation during the project close out meeting.

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.

CUSTOMER RESPONSIBILITIES

PLANNING AND DISCOVERY RESPONSIBILITIES

Seller is responsible for the following:

1. Mutually schedule the site survey review with your site contact.
2. Conduct site survey(s) for all proposed locations.
3. Review and validate collected site survey information with you.
4. Review site survey and network diagram, and develop and perform 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.

Customer is responsible for the following:

1. Provide the IP addressing and subnet mask plan for the proposed solution.
2. Mutually schedule with Seller the site survey 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 RESPONSIBILITIES

Seller is responsible for the following:

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.

Customer is responsible for the following:

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

IMPLEMENTATION AND TESTING RESPONSIBILITIES

Seller is responsible for the following:

1. Receive equipment and inventory, and record serial numbers at the staging location.
2. Configure implementation-specific switches and routers.
3. Configure system components per agreed upon design and Seller best practice.

4. Execute tests per test plan for system components within the scope of the project.

Customer is responsible for the following:

1. Procure and provide the LAN and WAN equipment listed in the provided Bill of Materials.
2. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
3. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.
4. Customer must 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.
5. All appropriate, internal change control procedures.

PROJECT ASSUMPTIONS

HARDWARE AND SOFTWARE

1. Customer will provide all hardware and cabling required for implementation.
2. Customer will provide proper 19" racks and screws for implementation.
3. Customer will provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the switch.
4. Customer will provide Seller access or personnel with access to all locations that require switches to be implemented in a timely manner.
5. Customer will procure necessary patch cables needed to complete implementation.
6. Customer provided cabling will be functioning and terminated. Any delays or troubleshooting time incurred at this time will be considered out of scope and billed separately at standard hourly rates.
7. Customer will be responsible for moving all patch cables to the new equipment.
8. If any lift equipment is required to mount the switches, Customer will provide the proper equipment and personnel to operate and help implement the switches in a safe manner.
9. All WAN and PSTN circuits will be terminated, provisioned, and functioning properly. If there are issues with the circuit, Seller can assist with troubleshooting. This work would be considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.
10. Customer will provide all patch cables and riser runs, copper or fiber.
11. Customer will apply all asset tags to the hardware.

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. Customer staff will be on site and available during the integration cut-over.
3. 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.
4. Customer staff will be available during all migration and testing.
5. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.

ACCEPTANCE AND CHANGES

1. All design changes will be required to be signed off on by the Seller senior engineer and the 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.
2. 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 SMARTnet support contract will be billable on a time-and-material basis.

SUPPORT

1. Budgeted time for post-cutover, Day 1 support is specified in the section titled “Cutover and First Day of Service” in this SOW. Any subsequent support beyond this budgeted amount will be considered out-of-scope and billable on a time-and-materials basis. After the pre-defined period for Day 1 support is complete, Customer will either transition to Seller’s Day 2 support organization or inform Seller, in writing, if choosing to support the system without a Seller Day 2 Support plan.
2. Seller will provide services only on Cisco Systems’ 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.
3. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.
4. Seller will assist with investigating and troubleshooting connectivity issues within the equipment implemented and configured by Seller. If the issue is believed to be outside of the Seller implemented and configured equipment, Customer will be required to engage their third party partners to troubleshoot the issue within their equipment.

OUT OF SCOPE

1. Removal of Packing Materials.

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
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

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 (“**Services 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 hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$34,224.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 – Services Fees

Project Milestones	Percentage	Fees
Signed SOW	50%	\$17,112.00
Discovery	25%	\$8,556.00
Completion of Work	25%	\$8,556.00
Totals	100%	\$34,224.00

EXPENSES

When Seller’s personnel are located more than 45 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer’s request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

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 to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.

3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; 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

Except as otherwise agreed by the Parties, Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

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 Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (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: _____

Title: _____

Date: _____

Mailing Address:

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

- ☐ A purchase order for payment hereunder is attached.
- ☐ A purchase order is not required for payment hereunder.
- ☐ The following PSM has given approval:

Galion City School District (OH)

By: _____
signature

Name: _____

Title: _____

Date: _____

Mailing Address:

Street: _____

City/ST/ZIP: _____

Billing Contact:

Street: _____

City/ST/ZIP: _____

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EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
Galion High School 472 Portland Way Galion, OH 44833	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work
Galion Middle School 474 Portland Way Galion, OH 44833	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work
Galion Intermediate School 476 Portland Way Galion, OH 44833	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work
Galion Primary School 478 Portland Way Galion, OH 44833	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work
Galion Admin/Board of Education 470 Portland Way Galion, OH 44833	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work