

STATEMENT OF WORK

Project Name:	Chromebook Asset Tagging & White Glove Services	Seller Representative:
Customer Name:	Pleasanton Unified School District	Justin Davenport 312-705-4054 justdav@cdwg.com
CDW Affiliate:	CDW Government LLC	
SOW Created Date:	April 25, 2019	Solution Architect:
Version:	2.0	Chris Shafer

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

PROJECT DESCRIPTION

PROJECT SCOPE

Subject to the other provisions of this SOW, Provider will provide Customer with the below Chromebook Services. This SOW is valid for a period of twelve (12) months after signature. During that time, Customer may order instances of the service as needed. It is expected that Customer will order up to 1500 instances during the SOW validity date. If Customer requires services after the SOW has expired, a new SOW will need to be executed by Customer and Provider.

WAREHOUSING

1. All product will ship to Provider’s secure warehouse in Elk Grove, CA
2. All work will be performed in Provider’s warehouse

WHITE GLOVE SERVICE

White Glove Service to include:

1. Google OS update: Provider will make sure all Chromebooks are updated and all have the same version
2. Google Management: Provider will activate each device and join the unit to the proper OU and sub OU
3. Wireless Configuration: Provider will join each device to the proper SSID

ASSET TAG SERVICE

1. Asset Tagging: Provider will affix a customer provided Asset Tag to each device
2. Documentation: Provider will provide Customer with a spreadsheet at the end of the project that includes
 - a. Asset tag number
 - b. Site location
 - c. Order Reference Number
 - d. MAC address

DELIVERY

1. Put one (1) Chromebook into a case with AC adapter and deliver to assigned location
2. Remove Silica gel packs from the cases
3. Put One (1) Chromebook back in its original box and deliver to assigned location
4. Customer will provide Provider list of delivery sites and corresponding Chromebook quantities to be delivered
5. Provider will safely deliver all equipment to the proper location
6. At time of delivery a signature will be required to ensure proof of delivery
7. All delivery reports will be provided to Customer once all items have been delivered

ASSUMPTIONS

1. Customer must supply Provider with Asset Tags
2. Customer must approve the placement of the Asset Tag

EXCLUSIONS

1. This SOW does not include any material
2. This SOW does not include green delivery
3. This SOW does not include Provider providing Asset Tags

COMPLETION OF PROJECT

1. Project will be deemed complete once all product is delivered and signed for

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	A spreadsheet at the end each project that includes <ol style="list-style-type: none">a. Asset tag numberb. Site locationc. Order Reference Numberd. MAC address	MS Excel

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 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).

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units
Chromebook AT & WGS Services – Per Item	\$10.75	TDB

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).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

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 Provider 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 AND TERMINATION

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 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: **Shawn F Luedde** Digitally signed by
Name: Shawn F Luedde
Title: Luedde Date: 2019.04.30
Date: 07:18:55 -05'00'

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Beth Wilcox

Pleasanton Unified School District

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

Street: _____
City/ST/ZIP: _____

Billing Contact (If different than above):

Street: _____
City/ST/ZIP: _____

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
Pleasanton USD 4665 Bernal Ave Pleasanton, CA 94566	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input type="checkbox"/> Design <input type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support	<input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work
Amador Valley High School 1155 Santa Rita Road Pleasanton, CA 94566	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input type="checkbox"/> Design <input type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support	<input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work
Foothill High School 4375 Foothill Road Pleasanton, CA 94588	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input type="checkbox"/> Design <input type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support	<input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work
DO Warehouse 4750 First Street Pleasanton, CA 94566	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input type="checkbox"/> Design <input type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support	<input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work