

New Chromebook Deployment and Re-balance

Gilroy Unified School District

IT Lifecycle Service Statement of Work

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[Project Overview](#)

[Scope of Services](#)

[Execution](#)

[Delivery Location\(s\)](#)

[Implementation Tasks](#)

[Inventory Management](#)

[Configuration Services](#)

[New Devices](#)

[Pre-Production setup](#)

[New Chromebook Enrollment, labeling and Cart Installation](#)

[New Cart Setup](#)

[Quality Assurance](#)

[Deployment Services](#)

[Existing Devices](#)

[Existing carts and Chromebooks](#)

[Quality Assurance](#)

[Deployment Services](#)

[Project Management](#)

[Project Assumptions](#)

[Specific Assumptions](#)

[General Assumptions](#)

[Personnel](#)

[Project Schedule](#)

[Change Management](#)

[Completion](#)

[Project Pricing and Payment](#)

[Authorization to Proceed](#)

Project Overview

Gilroy Unified School District has engaged ConvergeOne to complete a new Chromebook deployment of 3,888 systems along with a rebalancing of District's existing units within deployed carts. The District will order 18 new carts to support this rollout.

ConvergeOne will prepare the new Chromebooks and deliver them in carts. 18 new carts will be utilized as seed units and delivered to a designated site. The existing carts at that location will be pulled back to the District warehouse, inventoried and rebalanced. Old chromebooks identified for decommissioning will be pulled. Carts will be rebalanced in the attempt to consolidate models. Some carts will be emptied and re-cabled with the new Chromebooks. ConvergeOne will then deliver the carts to the next designated school. This process will be repeated at each location.

This Statement of Work ("SOW") is made and entered into between ConvergeOne ("ConvergeOne") and Gilroy Unified School District ("Customer").

This SOW defines the services and deliverables that ConvergeOne shall provide to Customer pursuant to the Solution Summary. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs, which may be executed and attached to the Agreement.

The scope and pricing of this SOW are valid for 30 days from the **Effective Date of 8/28/2019**. After 30 days, the information contained in the SOW is no longer valid and will need to be re-assessed which could lead to an increase in cost of services and delay in execution of the project.

Scope of Services

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customer's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical

approach, constraints and project schedule. This meeting is intended to ensure that all parties are operating under like-expectations for the project.

Execution

This section of the Statement of Work covers the work that will be performed during the Execution phase of this project.

Delivery Location(s)

ConvergeOne will deliver the devices to each single designated Customer's delivery point at each site.

The client will be responsible for placing each cart into the specific classroom.

The client will be responsible for placing each cart to be retrieved into one designated location for pick at each school site.

Implementation Tasks

This section details the Implementation Tasks of the project.

Inventory Management

- New systems will be ordered and shipped to ConvergeOne.
- ConvergeOne will pull the Chromebooks and carts from inventory.
- ConvergeOne will submit the Chromebooks and carts to the ConvergeOne Configuration Depot for services.
- Inventory counts will be reviewed upon receipt and deployment.

Configuration Services

New Devices

Pre-Production setup

- ConvergeOne will complete pre-work in preparation of the hardware benching.
 - ConvergeOne will prepare the Technician Instruction Sheet (TIS)
 - Customer Signoff of TIS
 - QA/QC checklist confirmation

New Chromebook Enrollment, labeling and Cart Installation

ConvergeOne will setup and prepare for deployment the new devices at the ConvergeOne depot. 18 new carts will be cabled and delivered to the first designated location.

- ConvergeOne will setup and label the Chromebooks.
 - Unbox the Chromebooks and attach power cable for setup process.
 - Boot the Chromebook
 - Select language, keyboard type, and network (Customer to provide any network configuration information required)
 - Accept Google Chrome OS Terms
 - Press Alt-Ctrl-E for enterprise enrollment (Customer to provide administrator level enrollment credentials)
 - ConvergeOne to validate enrollment with Customer provided credentials to the Google Dashboard.
 - Move each enrolled Chromebook into the proper Google Admin Console container, as identified by the Customer.
 - Ensure all Chromebooks have been updated to the latest, approved OS version, as identified by the Customer. This will be the version for the duration of the project.
 - Client will provide access to Gopher.
 - ConvergeOne will label and asset tag each Chromebook.
 - Customer will provide the location, asset and label information
 - ConvergeOne will provide the asset tag.

New Cart Setup

- ConvergeOne will configure and setup the new carts.
 - Unbox the cart and install Chromebook power adapters.
 - Apply Customer's labelling.
 - Apply cart name label (naming format to be provided by the Customer).
 - Neatly dress cable within cart utilizing velcro.
 - Apply provided client asset tag if required.

Quality Assurance

- ConvergeOne's configuration quality technicians perform a quality assurance check on each build that passes through the configuration service depot. Each system is carefully and thoroughly inspected.
- QA documentation is created and attached with each deployment order.
- Example QA inspection points are as follows:
 - Setup Verification – Verify that all hardware is enrolled in the Google Dashboard.
 - Label and Asset tag placement and size is accurate.
 - Cart cabling is neat and counts are correct.

Deployment Services

- ConvergeOne technician will transport the completed order to the logistics department.
- Logistics Management Team will fulfill on the request.
- Logistics QA is performed to validate the accuracy of all order information.
- ConvergeOne will deliver the order to the designated location based on the information provided by the Customer.
- Chromebooks designated for carts, will be delivered within the carts.
- Chromebooks not designated for carts will be delivered within Masterpacks and will be palletized.

Existing Devices

Existing carts and Chromebooks

ConvergeOne will retrieve upto 18 carts at a time. Utilizing the new 18 carts as the seed units, ConvergeOne will retrieve existing carts, rebalance chromebook models, cable the carts for new chromebooks and deliver to the next school.

- Chromebooks with carts
 - The District will pull carts from each classroom into a single location at each school.
 - ConvergeOne will retrieve the identified carts based on the agreed schedule.
 - ConvergeOne will pickup each designated cart and deliver it to the district warehouse.

- The District will provide a designated work space for ConvergeOne staff to store, inventory, clean and cable carts.
 - The District will provide internet access.
 - ConvergeOne must agree to this space.
 - Each cart will be inventoried along with its contents.
 - ConvergeOne will maintain this inventory in the data capture.
 - Chromebooks identified for retirement will be masterpacked and palletized.
 - The District will provide pallets and a location to store these devices.
 - The e-wasting of retired devices is the District's responsibility.
 - Carts will be inspected for any visible damage and client will be notified.
 - The exterior of the carts will be cleaned and when necessary existing chargers will be removed.
 - When required, new Chargers will be placed into each cart.
- The District will identify the Chromebooks to be retired and to be consolidated within carts.
- Carts being rebalanced will not be re-cabled.
 - Additional chargers will be installed when necessary, but existing cabling will remain in place.
 - Carts requiring re-cabling to support rebalancing will be designated for new Chromebook chargers.
 - The District will identify counts per cart.
 - ConvergeOne and the District will agree to which carts will be rebalanced.
 - ConvergeOne will install the designated Chromebooks into charging carts.
 - Neatly dress cables within the cart.
 - Label each cart, using the labeling convention provided by the Customer.
 - Carts will be delivered with the Chromebooks installed.
- ConvergeOne will provide a complete inventory report of deployed systems in each cart, based on the agreed upon format.
- Cart will be re-labeled as required by the client and prepared for delivery with new chromebooks within.
- Old chargers will be e-wasted.
- ConvergeOne will not repair or refurbish any carts.
- Damage will be noted and the District designated resource will be notified.
- Existing Chromebooks will not be cleaned, certified or re-enrolled.
- Devices with visible exterior damage will be identified and flagged for attention by the District.

- Inspection, diagnosis, cleaning, repair, re-labelling or re-asset tagging is not in scope of this engagement.

Quality Assurance

- ConvergeOne's configuration team will perform a quality assurance check on each cart that will be delivered.
- QA documentation is created and attached with each site order.
- Example QA inspection points are as follows:
 - Label and Asset tag placement and size is accurate.
 - Cart cabling is neat and counts are correct.

Deployment Services

- ConvergeOne configuration team will deliver the order to the single designated location at each school site, based on the information provided by the Customer.
- Chromebooks designated for carts, will be delivered within the carts.

Project Management

ConvergeOne assumes the following project management responsibilities:

- Designate a ConvergeOne Project Manager to be the Customer's primary point of contact for all project activities
- Coordinate with the Customer and ConvergeOne project personnel to facilitate the project
- Regularly review ConvergeOne project activities, any checkpoint meetings and overall schedule for the project activities
- Ensure ConvergeOne employees and any ConvergeOne subcontractors conform to the Customer's reasonable workplace policies, conditions and safety regulations that are consistent with ConvergeOne's obligations herein. Customer will provide a written list of these obligations to ConvergeOne in writing prior to commencement of the Services. ConvergeOne personnel or subcontractors shall not be required to sign individual agreements with the Customer or waive any personal rights
- Confirm the Customer's business goals and review items to be completed prior to the installation or deployment date(s)

Project Assumptions

This SOW, and the service pricing herein, was prepared based partly on the following key assumptions (“Assumptions”). Any deviations from these Assumptions that arise during the project shall be managed through the Change Management procedures as defined herein. Customer agrees that any changes in the Assumptions may result in an adjustment in the Service Pricing.

Specific Assumptions

ConvergeOne’s performance is subject to the execution and completion of the following tasks by Client as required:

- Provide a single point of contact for ConvergeOne’s Team.
- Notify ConvergeOne of any work performance discrepancies requiring remediation by ConvergeOne within 24 hours of the installation completion.
- Provide requisite Google Dashboard enrollment credentials.
- Provide estimated completion dates for the project.
- Provide anticipated number of Chromebooks.
- Provide labeling requirements.
- Provide campus breakdown to identify Chromebook quantity per campus.
- Provide staging and work space at the District office/warehouse.
- Provide a single staging location at each identified school site.

General Assumptions

- Delays caused by the lack of completed site preparation or the Customer’s failure to meet any responsibilities specified in this SOW may be billed at ConvergeOne T&M rates and may include reasonable travel and other expenses
- This SOW exclusively defines the scope of the services that ConvergeOne shall provide to the Customer. This SOW shall not apply to any purchase of product or maintenance, which must be purchased separately, under terms outside the scope of this SOW
- A new SOW will be required for any additional project services following the completion of the activities under this SOW or in support of any other services requested by the Customer outside the scope of this SOW
- ConvergeOne may require a lead-time of up to 30 days from acceptance of a Purchase Order from the Customer to begin work

- The Customer shall designate a person to whom all ConvergeOne communications may be addressed and who has the authority to act on all aspects of this SOW
- The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications
- The Customer will provide accurate information about the network infrastructure in its current state, identifying any significant problems in the current voice and data environments and ensuring prerequisite hardware, software, network and connectivity configurations are acquired and available
- The Customer is responsible for all licenses and software associated to this project. Any delays due to lack of proper licenses and or software may incur additional costs
- The Customer is responsible for all hardware, software, and service maintenance contracts. ConvergeOne may choose to not fulfill items within the scope of this SOW if maintenance contracts are not valid and up to date
- Changes to the SOW may be requested at any time by either party in writing. Since a change could affect the price, schedule, or other terms of this SOW, both the Customer and the ConvergeOne Project Manager must approve each change before amending the SOW and implementing the change
- ConvergeOne will not be held liable for lost or corrupted Customer data
- Defective, damaged, or missing materials are not the responsibility of ConvergeOne and if found, will be reported immediately to Customer
- Ad hoc material purchases that ConvergeOne is required to make to complete this project, as agreed upon by the Customer in advance, will be invoiced to Customer at actual cost at the time of purchase
- INVOICES: Separate invoices will be issued for each of the elements of this order which includes (1) procurement of hardware on behalf of the Customer; and (2) configuration of Customer-owned hardware to Customer's specifications, with delivery and set-up of configured hardware to Buyer's designated location(s). Invoice terms are Net 30.
- SHIPPING: Title and all risks of loss are transferred to the Customer upon delivery of the hardware by a third party to ConvergeOne's location for configuration services to be rendered. Regardless of the FOB shipping process for the final configured notebooks, Customer retains title and remains liable for all risks of loss. Customer has the option to inspect and count the hardware upon delivery to ConvergeOne's location.
- INSPECTION AND ACCEPTANCE: Inspection and acceptance of the configured notebooks will be at the ConvergeOne warehouse in Ontario California. Regardless of the FOB point, the Customer retains title and agrees to bear all risk of loss which occurs prior to delivery.

Personnel

ConvergeOne follows a skills-based implementation philosophy. Based on a project's needs, individuals with specific skill sets may be engaged at various phases of this project. This allows ConvergeOne to provide the Customer with a specialized team to accomplish a successful implementation. The ConvergeOne Project Manager is responsible for assigning and scheduling engineers as needed.

Project Schedule

Project duration and end date are dependent upon ConvergeOne and Customer availability, Customer readiness, and the actual start date.

ConvergeOne will use commercially reasonable efforts to commence delivery of services defined in this SOW within four (4) weeks from the date of the Customer's approved purchase order and signed and submitted SOW.

Project work required beyond the term of the Estimated Project Duration specified in this section may require a ConvergeOne Change Request Form signed by both parties in accordance with the Project Change Management procedures defined herein. Any extension of the project's duration for any reason other than delays caused solely by ConvergeOne may require an increase in SOW pricing.

Change Management

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- The Customer requires changes to the scope of work to be performed and/or specifications of design or services
- Non-availability or change in availability of resources which are beyond either party's control
- Environmental or architectural impediments or omissions not previously identified

In the event either party desires to change this SOW, the following procedures will apply:

- The party requesting the change (either the Customer or ConvergeOne) will deliver a Change Request document to the other party. The Change Request will describe the

nature of the change; the reason for the change and the effect the change will have on the scope of work, which may include changes to the deliverables, and the schedule. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.

- Changes to the SOW may be requested at any time by either party in writing. Since a change could affect the price, schedule, or other terms of this SOW, both the Customer and the ConvergeOne Project Manager must approve each change before amending the SOW and implementing the change.
- Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of this SOW.
- Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

Completion

ConvergeOne project personnel will be considered to have completed the services under this SOW when they have completed the Execution Services as described herein.

In order to refuse acceptance of the services performed, Customer must immediately provide written notification to ConvergeOne, describing why the Customer is rejecting the services performed. ConvergeOne shall have ten (10) business days after the receipt of such notice to remedy the error, given it is within ConvergeOne's scope and reasonable ability to do so. Such time period to correct the error may be extended by mutual consent of Customer and ConvergeOne.

Project Pricing and Payment

Description	Price (U.S. Dollars)
Chromebook deployments with new carts- <ul style="list-style-type: none"><input type="checkbox"/> Warehouse<input type="checkbox"/> Enroll<input type="checkbox"/> Asset tag<input type="checkbox"/> Configure new cart<input type="checkbox"/> Deliver in Chromebooks within cart	Included
Cart Retrieval and re-cabling <ul style="list-style-type: none"><input type="checkbox"/> Pickup<input type="checkbox"/> Inventory<input type="checkbox"/> Clean<input type="checkbox"/> Re-Balance<input type="checkbox"/> Cable<input type="checkbox"/> Delivery	Included
Fixed price for all above services **Services will be billed in 4 25% milestones.	\$216,758.00

The Customer will provide an approved purchase order and ConvergeOne will invoice the Customer for services rendered.

Any change to the Project Pricing and Payment schedule will be managed through the Change Management procedures specified herein.

All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

Authorization to Proceed

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne.

By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Gilroy Unified School District

By

Name (please print)

Title

Date

Purchase Order (PO) Number

NOTE: Any services performed on credit (e.g. T&M, Purchase Order) requires a pre-approved credit application to be on file with ConvergeOne.

NOTE: WITHOUT THE PRIOR WRITTEN CONSENT OF CONVERGEONE, UNDER NO CIRCUMSTANCES IS ANY PART OF THIS DOCUMENT TO BE DISCLOSED TO A THIRD PARTY OR USED FOR ANY PURPOSE OTHER THAN THE EXECUTION OF THIS PROJECT BY CONVERGEONE AND THE CUSTOMER.