

STATEMENT OF WORK

Project Name:	Smart Classroom – LAAFCA – SHSGP 2011	Seller Representative:
Customer Name:	City of Manhattan Beach (CA)	Rich Adams
CDW Affiliate:	CDW Government LLC	866.224.6449
SOW Effective Date:	September 23, 2013	rich.adams@cdwg.com
Version:	1.1	Solution Architect:
		James Adams

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this September 23, 2013 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and City of Manhattan Beach (CA) (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

The purpose of this project is to provide implementation of Video Conference systems to enable the location to participate in the LAAFCA Smart Classroom network. Subject to the other provisions of this SOW, Seller will perform the following services:

1. Determine business needs regarding Video Conference and document a plan and design.
2. Participate in planning and design meetings with the City IT and Fire Dept. participants.
3. Implement and Configure the appropriate Cisco video codec and accessories using the Smart Classroom infrastructure.
4. Integrate the Cisco Video codec to any additional audio/visual components deemed necessary in the planning and design.
5. Perform on-premise end-user training on how to use installed equipment.
6. Perform on-premise end-user training on how to use LAAFCA Smart Classroom infrastructure for training purposes.
7. Perform Final testing and sign off of installed equipment.
8. Provide site admin and end-user documentation.

KNOWLEDGE TRANSFER AND TRAINING

Seller will provide up to three-hours of training / knowledge transfer on the use of the installed equipment and LAAFCA smart classroom infrastructure. The end-user training includes basic utilization and demonstration on the following features:

- Dialing Procedures for point to point, or multi-party conferences
- Using the Directory
- Camera Movements, Self View
- How to use a second camera
- Storing and Accessing Remote/Camera Presets 1-10
- Microphone & Volume Control
- Far End Camera Control or MCU layout control
- Selecting Video Sources
- How to hook up a PC
 - Sharing a PC screen when not in a conference (just using the external display)
 - Sharing a PC screen in a conference

- Basic Menu Functions
- Functions within a Multi-site (Training) call
- How to Record a call, and how to publish the recording († if authorized)
- What to do / Who to call if Customer has a problem († Customer's process)
- Etiquette Tips (what to wear, where to look, etc.)

*Not all features available on all endpoints

In addition, Seller will provide documentation for the Site Admin and End-users.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Providing network connectivity to the LAAFCA infrastructure, currently hosted at City Of Beverly Hills.
2. Providing adequate bandwidth for High Definition Video conferencing (1 - 1.5mbps) from the implementation site.
3. Ensuring that the network connection and electrical power outlets are provided at the locations specified in the design meetings.
4. Provide configuration of firewall to accommodate passage of video traffic.
5. Ensure the attendance of appropriate personnel, who have authorization to approve/implement any changes needed, for design review and final acceptance meetings.
6. Provide all network addressing requirements, passwords, VLAN information, etc., in order to implement the solution.

PROJECT ASSUMPTIONS & CONSIDERATIONS

1. Customer will provide resources to configure firewall rules between the room and Beverly Hills network equipment
2. It is assumed that any AV equipment installation will be done concurrent with the implementation of the Cisco video unit for the LAAFCA smart classroom project.
3. Because this project will entail a side-by-side deployment with the existing, outdated, AV solution at the site, the following is a list of items that Customer needs to consider and understand;

Display Issues

- Projection is not ideal for video conferencing (“VC”). It will be extremely difficult if not impossible to place the camera in a way that does not place the light path of the projector in the cameras field of view. This will likely cause the camera to set an improper exposure degrading the image quality.
- 4:3 aspect ratio will letter box an HD image from the codec significantly reducing the effective image size.
- There is no room to add an additional display for people so both people and content will need to be displayed on the screen at once. This will further reduce the effective display size and make presentation material very difficult to read.

Control

- A minimum of three (3) control interfaces will be required to operate the room
- When walking in to the room to present it will not be clear to an end user how to activate the system and conduct a video conference. This is likely to create frustration for end users and increase support requirements for the room.
- Projection remotes can be easily misplaced and without them there is no way for Customer to do a video call.

Content

- The resident PC at the lectern will need to be manually moved back and forth between VC and existing system to present from podium based on activity. This will likely confuse and frustrate presenters and increase the support requirements for the room.
- Adding additional equipment like document camera and interactive panels seems unlikely to work well give the lack of integration with the main presentation system. Meaning this location will not mirror the other locations in terms of functionality

Audio

- It will not be possible to integrate the existing wireless microphones into the VC system. This will require a different set of wireless microphones to be provided for VC and the presenter will need to select the correct microphone based on their activity.
- A separate and redundant set of ceiling speakers will need to be installed for the VC system.

OUT OF SCOPE

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

1. Structured Cabling outside of the room or to components not included in this project
2. Electrical (AC) wiring.

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
Bill of Materials	Hardware and software versions required if necessary to meet Video Conference best practice/requirements.	PDF
Training Materials	Printed or electronic training materials for administrators and end users.	PDF
Test Plan	Detailed Video Conference endpoint Test Plan	PDF
Project Plan	Detailed Project Plan as discussed during this engagement	PDF
Issue Logs	Any reports related to issues including TAC cases.	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 \$11,068.00.

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
Completion of project	100%	\$11,068.00
Totals	100%	\$11,068.00

EXPENSES

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

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:
Eric Rivard

City of Manhattan Beach (CA)

By: _____
signature

Name: _____

Title: _____

Date: _____

Mailing Address:

Street: _____

City/ST/ZIP: _____

Billing Contact:

Street: _____

City/ST/ZIP: _____

120813 Standard

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)		
City of Manhattan Beach Location 400 15th St Manhattan Beach, CA 90266	<input checked="" 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"/> Staff Augmentation <input type="checkbox"/> Support	<input checked="" type="checkbox"/> Training <input type="checkbox"/> Custom Work