

STATEMENT OF WORK

Project Name:	Smart Classroom – LAAFCA – SHSGP 2012	Seller Representative:
Customer Name:	City of Manhattan Beach (CA)	Rich Adams
CDW Affiliate:	CDW Government LLC	805-559-0563
SOW Effective Date:	September 24, 2013	richada@cdwg.com
Version:	1.0	Solution Architect:
		Angel Toquero

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this September 24, 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

SERVICES PROVIDED

Provider will provide Smart Classroom – Audio Visual Installation services at the site set forth in the attached Exhibit (“Customer Designated Locations”).

INSTALL AUDIO VISUAL EQUIPMENT

- Unbox and inventory previously purchased equipment for installation
 - If any additional hardware or set up is needed to prepare for install, a change order will be generated to reflect the additional hardware or services needed.
- Install one (1) equipment rack
 - Assemble rack in designated location
 - Install rack fan kit and fan speed controller
- Install one (1) Cisco TelePresence codec
 - Install codec in equipment rack
 - Install audio and video cables from Cisco codec to designated location. Cables to be installed behind the wall and above drop ceiling. If obstructions prevent behind-the-wall cabling, cables will be run surface mount and concealed with raceway supplied by Provider. Cables to be terminated with wall plates.
- Install one (1) Cisco touch screen
 - Install touch screen in designated location
 - Install CAT6 cable from existing network drop to touch screen location. Cable to be installed behind the wall and above drop ceiling. If obstructions prevent behind-the-wall cabling, cable will be run surface mount and concealed with raceway supplied by Provider.
- Install three (3) Cisco ceiling microphones
 - Install microphone with ceiling mount kit
 - Connect XLR cables from microphones to Cisco codec. Cables to be installed above drop ceiling. If obstructions prevent behind-the-wall cabling, cables will be run surface mount down the wall to Cisco codec.
- Install one (1) wireless microphone kit
 - Install microphone receiver in podium
 - Connect XLR cables from microphone receiver to Cisco codec. Cables to be installed above drop ceiling. If obstructions prevent behind-the-wall cabling, cables will be run surface mount down the wall to Cisco codec.
- Install two (2) Cisco cameras
 - Install Vaddio OneLink transmitters and receivers at designated locations

- Install CAT6 cables between transmitters and receivers. Cables to be installed behind the wall and above drop ceiling. If obstructions prevent behind-the-wall cabling, cables will be run surface mount and concealed with raceway supplied by Provider.
- Connect HDMI and control cables from Cisco codec to Vaddio OneLink transmitters
- Connect HDMI and control cables from Vaddio OneLink receivers to cameras
- Install two (2) surface mount speakers
 - Install audio amplifier in equipment rack
 - Connect audio cables from amplifier to Cisco codec
 - Install speakers with mount kit
 - Install speaker wire from speakers to amplifier. Speaker wire to be installed above drop ceiling. If obstructions prevent behind-the-wall cabling, cables will be run surface mount and concealed with raceway supplied by Provider.
- Dress and label the cables neatly as needed
- Test hardware for basic functionality
- Input IP address provided by Seller into Cisco codec
- Communicate with Seller Infrastructure Team once IP address has been entered into the Cisco codec to allow Seller Infrastructure Team to configure the equipment
- Remove packaging materials to a centrally located Customer designated onsite area for disposal
- Record all model numbers and serial numbers of product installed and obtain Customer sign off upon completion

PROVIDER RESPONSIBILITIES

- Assign a Project Manager
- Manage all scheduling with Customer and Seller Project Manager
- Supply raceway to conceal surface mount cables runs as needed
- Supply cables and miscellaneous AV materials for installation as noted in Equipment List
- Provide a ninety (90) day warranty for labor on installations by Provider
- Provide a C7 or C10 licensed contractor to be present during installations per Customer requirements
- Meet Los Angeles County CA prevailing wage requirements per Customer requirements
- Work with Seller Project Manager and Customer to communicate site needs or status updates throughout the project
- Ship/provide all hardware to designated installation site locations
- Provide all hardware needed for installation unless defined otherwise herein
- Provide configuration and integration services for all Cisco equipment and Smart Classroom functionality
- Firewall configuration to allow configuration access to Cisco codec connected to network drop
- Supply short script of instructions to input IP address into Cisco codec
- Provide Customer training and orientation on Smart Classroom equipment

CUSTOMER RESPONSIBILITIES

- Parking will be available for Provider at no cost
- Electrical requirements will be in place prior to install
 - AC outlets must be located within six feet (6') of install locations
- Network drops will be in place prior to installation, unless otherwise noted herein
- Work with Seller to provide all network access necessary to configure system
- De-install any equipment or obstructions that will be replaced or removed prior to installation, unless otherwise noted herein
- Manage disposal of any de-installed equipment
- Asset tag and label all equipment as needed
- Equipment will be ready, available and located in the room(s) to be installed at the time of install
- Work area will be cleared with access to necessary equipment and adjoining rooms prior to technician arrival
- Passwords for Customer's PC will be provided as needed

- Obstructions such as pictures, furniture, etc. will be removed prior to installation
- If installation requires drilling into walls, ceilings or other surfaces, Customer will provide confirmation of the presence or absence of asbestos in the area of installation prior to scheduling

ASSUMPTIONS

- Price includes all travel fees
- All equipment in attached Exhibit ("Equipment List")
- Work to be performed during normal business hours 8am-5pm site local time
 - If work is scheduled during weekends, additional fees may apply
- Permits are not needed for this project as installations will not involve penetrating a fire rated wall or fire rated door
- If there is any existing equipment that requires reprogramming in order to integrate with new equipment, Customer may need to engage previous vendor to coordinate any necessary reprogramming in conjunction with the new installation.
 - If Customer needs Seller to reprogram equipment (which may require access to the original code), Seller will work with Customer to identify a solution which will be addressed separate to this proposal.
- Assumes displays to be mounted to concrete or standard stud walls
- Assumes standard drop ceilings no higher than eight feet (8') from the ground
- Unless otherwise agreed upon, all cable drops will be in place to support installation requirements

OUT OF SCOPE

- Installing, de-installing or accessing equipment within a custom mount or custom frame unless otherwise noted herein
- Any installation parts not listed herein
- Software installation or training
- Configuration or troubleshooting
- Installation to a "firewall"
- Union labor
- Cable runs through conduit, below the floor or above solid ceiling
- De-installation of existing equipment or obstructions unless otherwise noted herein
- Repair or replacement of drywall, patching and any other repair work unless otherwise noted herein
- Any additional hardware not listed in this quote
- Additional fees will apply for any custom installation requirements
- Installation into areas containing asbestos unless abatement has been performed and confirmed
- Any out of scope services will be subject to additional T&M fees per technician per hour
- A fee will apply per technician per incident if cancellation or rescheduling of appointment occurs three (3) days or less prior to scheduled appointment
- Additional fees will apply if an additional visit is required to complete the installation due to site or equipment availability
 - Fees will be based on T&M rates and additional travel fees may apply

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
Hardware Manuals	Manufacturer user manual	User manual will be left at each site if included with the hardware at the time of installation.

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

Consultant Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$9,260.95 in addition to the amount of any Expenses.

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

Table 2 – Project Fees

Project Milestones	Percentage of Consultant Fees	Fees
Install Audio Visual Equipment	100%	\$9,260.95
Totals	100%	\$9,260.95

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 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:
Jay Mohr

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.

EQUIPMENT LIST

All items will be priced and sold separately and are only listed as a reference for installation purposes.

Table 3 – Equipment List

Quantity	Description	Provided By
2	Cisco Telepresence Ceiling Mic Audio Science - microphone	Seller
2	Cisco Universal AudioScience Mounting Kit - microphone ceiling mount	Seller
2	EVID surface mount speaker	Seller
1	Revolabs HD wireless microphone	Seller
1	Revolabs HD Single Channel System	Seller
1	Cisco Touch 8 - Control Device	Seller
1	Cisco TelePresence PrecisionHD 1080p Camera Spare Kit	Seller
3	GefenTV HDBaseT Extender for HDMI over one CAT6	Seller
1	Generic Computer	Customer
2	Vaddio OneLink for Cisco PrecisionHD camera	Seller
1	Bosch audio mixer	Seller
1	Cisco C90 codec	Seller
2	Chief Cable management panel	Seller
1	1U Economy Steel Blank Panel - Flanged	Seller
5	2U Economy Steel Blank Panel - Flat	Seller
1	2U Economy Steel Vent Panel	Seller
1	3U Quiet Dual Fan Panel	Seller
1	12VDC On/Off Thermostat	Seller
2	Low profile vertical power strip	Seller
1	SurgeX 20A Bottom Mounted Surge Elimintaor with remote control	Seller
1	Perforated Steel Door	Seller
1	20U, 23" deep E1 series rack	Seller
1	100 piece rack screw	Seller
2	Gefen modular rack tray	Seller
1	Vaddio 1-RU rack panel	Seller
TBD	Audio, video, CAT6, cables	Provider

Quantity	Description	Provided By
TBD	Wall plates	Provider

EXHIBIT B.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 4 – Customer-Designated Locations

Location(s)	Service(s)		
City of Manhattan Beach (Fire Department) 400 15th St. Manhattan Beach, CA 90266	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work