



## STATEMENT OF WORK

<b>Project Name:</b>	Staff Augmentation	<b>Seller Representative:</b>
<b>Customer Name:</b>	City of Parma	James Steiger
<b>CDW Affiliate:</b>	CDW Government, LLC	2162173963
<b>Date Requested:</b>	June 22, 2017	jamstei@cdw.com
<b>Seller Services Manager:</b>	Steve Mocilnikar	<b>Solution Architect:</b>
<b>Version:</b>	3	

This statement of work ("Statement of Work" or "SOW") is made and entered into on the date this SOW is signed by both parties (the "SOW Effective Date") by and between the undersigned, CDW Government, LLC ("Provider", "Seller" and "we") and City of Parma ("Customer" and "you").

## PROJECT DESCRIPTION

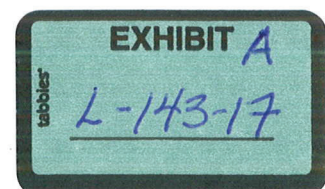
### PROJECT SCOPE

Seller and Customer have agreed that to ensure successful implementation and adherence to Customer's future state IT Strategy, a strong leadership role is crucial. To guide the current IT staff and provide appropriate oversight it is recommended that an Information Technology consultant be instituted. The Information Technology consultant will be responsible for managing the development and implementation of the IT infrastructure, as well as assisting in establishing the future state IT environment for Customer.

Seller will provide Customer with one or more resources for a staff augmentation engagement to assist Customer during this critical time. Seller may provide multiple resources for this engagement to provide this coverage and reduce travel costs. Main objectives of this position include:

- Working with IT Manager to provide guidance through the process of moving from current to future state IT environment.
- Overseeing development of the technical architecture specifications and operational and organizational processes for the future state IT environment.
- Creating roadmap from current state to future state IT environment.
- Determining long term staffing requirements and recommendations.

The Total Estimated Consultant Fees will vary based on actual hours worked for the duration of this SOW and cannot exceed \$65,000.00. This does not represent a fixed fee. This agreement is valid through December 2017 and cannot exceed \$65,000.00



## **STAFF AUGMENTATION SERVICES – INFORMATION TECHNOLOGY CONSULTANT**

In this staff augmentation IT consultant position, Seller's staff will work with Customer to develop a plan for Customer's future IT state, and oversee management of the existing IT environment during the transition from current to future state. Subject matter experts will be engaged to assist with these efforts upon agreement of Customer's staff and the IT consultant. Tasks include but are not limited to:

- Developing/Implementing move forward infrastructure (roadmap)
  - Work with vendors/subject matter experts to obtain potential designs for future state IT infrastructure
  - Provide recommendations and assist IT Steering Committee, Auditor, Mayor and City Council with decisions for final state
  - Perform tasks as necessary to oversee building of the future state IT infrastructure and environment
  - Gather necessary documentation/proposals for submission to the city.
  - Develop roadmap to move from existing IT environment to future state environment
- Develop and oversee immediate impact projects
  - Upgrade out of date end user environment with vision toward a virtual desktop
  - Migrate email to XaaS/Office 365
  - Prioritize, Planning and budget for mid-range IT necessities
- Establish a presence, develop relationships and provide IT thought leadership to city departments
  - Perform a cost analysis of on-premises versus off-premises hosting, facilities management, and support for both technical and management needs
- Provide guidance and oversight to current IT Manager and team during transition to future state
  - Determine current and near term needs from departments and end user community
  - Evaluate skill set of IT staff with current environment as well as against future state environment and create gap analysis and recommendations.
- Create and establish future IT state for Customer
  - Develop a series of scorecards based on the expectations Customer has of IT
    - Resource requirements (current and future state)
    - All related IT policies and procedures
    - Ticketing and fulfillment process
  - Evaluate scorecard for:
    - Needs being met
    - Needs not being met but can be and why
    - Needs not being met and cannot be and why
  - Create Gap Analysis and provide recommendations to IT Steering Committee, Auditor, Mayor and City Council for future action.
  - Effort for the tasks above may be reduced by having the IT Steering Committee or delegated department staff take a greater part in this initiative.

## **CUSTOMER RESPONSIBILITIES**

Customer is responsible for providing Seller the following items to complete the scope in this SOW:

1. Together with Seller, schedule the performance of the Services.
2. Communicate all material engagement matters to Seller's staff filling Information Technology consultant position.

3. Provide other full-time qualified, knowledgeable personnel who will perform Customer's obligations under this SOW, make timely decisions necessary to move performance of the Services forward, participate in this engagement to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services.
4. Customer personnel will be available on a timely basis, and when reasonably requested by Seller, Customer personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input.
5. When Services are performed at Customer's location, Customer will provide adequate, co-located workspace for the engagement personnel (both Seller's personnel and Customer's personnel) with appropriate system access. Seller recommends keeping these personnel separate from support teams and those performing daily operations.
6. Provide network connectivity, including cabling, Internet access and voice access for local and long distance calls.
7. Granting or facilitating authorized Seller's engagement delivery personnel the timely access to all related Customer equipment, systems, device and system consoles, (restricted access or otherwise secured location) that Seller would require in order to execute the services provided set forth in this SOW.

### **ENGAGEMENT ASSUMPTIONS**

In addition to any other assumptions described in this SOW, Seller assumes the following:

1. The scope and objectives of this engagement will be jointly managed by Customer and Seller to better ensure completion of the engagement within the anticipated schedule.
2. Tasks outlined in the scope section of this document may be amended by request of Customer and agreement of Seller. In scope tasks may be cancelled at the discretion of Customer.
3. This SOW is valid for multiple dispatch opportunities throughout the term of the SOW.
4. All work is T&M and may not be project-related.
5. Engineer dispatch is dependent upon resource availability and will be determined by Seller's engagement manager.
6. All work billing will be based upon the fee rate tables and actual hours worked, with a four (4) hour minimum for onsite dispatch and a two (2) hour minimum for remote work.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

### **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 ("Service 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.

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Contract Number: 17449

Drafted by: Jessica Saltiel

CDW Government, LLC.

## 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 1).

Table 1 – Services Fees

Unit Type	Unit Rate
Engagement Manager – Per Hour	\$225.00
Subject Matter Expert – Per Hour	\$250.00
Senior Engineer – Per Hour	\$190.00

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).

## EXPENSES

When Seller's personnel are located more than 60 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 \$85.00/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.

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 for any time Seller's thereby idled or reassigned personnel would have spent on the project (calculated according to the rates specified under Professional Services Fees).
3. Seller may invoice Customer for any additional or different services prompted by Customer's inability to timely provide the Customer Components.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer will secure and maintain the confidentiality of all Seller personnel information.
6. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
7. Both parties have the right to terminate this SOW upon written notice to the other party.

# 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. This SOW can be terminated by Seller without cause upon at least fourteen (14) days' advance written notice.

## 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 AND SIGNATURES

This SOW shall be governed by the Ohio State Term Contract #534530 dated the 23rd day of November, 2016 between the State of Ohio and CDW Government LLC (the "Agreement") referencing the Vendor Agreement 100614#CDW between CDW Government LLC and National Joint Powers Alliance effective December 1, 2014. 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 is the proprietary and confidential information of Seller, provided however, nothing in this SOW or the Agreement shall prevent Customer from disclosing Seller's proprietary and confidential information to the extent required by law.

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

**CDW Government LLC**

**City of Parma**

By: \_\_\_\_\_  
*signature*

By: \_\_\_\_\_  
*signature*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***Mailing Address:***

200 N. Milwaukee Ave.  
Vernon Hills, IL 60061

***Mailing Address:***

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

***Billing Contact:*** \_\_\_\_\_

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

- A purchase order for payment under this SOW is attached.
- A purchase order is not required for payment under this SOW.

Seller Services Manager: Steve Mociłnikar

## EXHIBIT A.

### CUSTOMER-DESIGNATED LOCATIONS

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

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
City of Parma 6611 Ridge Road, Parma, Ohio 44129	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input 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