



STATEMENT OF WORK

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|-----------------------|-----------------------|---|
| Project Name: | SDWan Workshop | Seller Representative: |
| Customer Name: | WILLIAMSON COUNTY, TX | Liam McNamara |
| CDW Affiliate: | CDW Government LLC | +1 (703) 262-8156 liammcn@cdw.com |
| Date: | November 29, 2022 | Solution Architect: Oved Carranza |
| Drafted By | Desiree Pagan | |

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and WILLIAMSON COUNTY, TX (“**Customer**,” and “**Client**,”).

This SOW is subject to the terms and conditions of the OMNIA Partners Region 4 Education Services Center “ESC” Contract #R210401 held by CDW Government LLC with an effective date of June 1, 2021 (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.

PROJECT DESCRIPTION

PROJECT SCOPE

The purpose of this project is to provide a vendor-neutral advisory workshop for the Customer to review if a Software Defined Wide Area Network (SD-WAN) solution meets Customer’s business and technical needs as well as determine Customer’s readiness to deploy. Seller will then provide a high-level report outlining how up to three manufacturers would or would not meet customer’s business and technical objectives.

ADVISORY WORKSHOP

Seller will provide an interview-based, full-day workshop led by a Seller Engineer with Customer. The goal for the first half of the session will be to:

- Provide an overview of what business and technical objectives SD-WAN solutions try to solve
- Review Customer’s desired business and technical objectives for an SD-WAN deployment
- Review Customer’s existing network documentation
- Provide general considerations while preparing for an SD-WAN deployment including topics such as:
 - Alignment of network team with Customer’s cloud and security strategies
 - Network operations and engineering preparedness
 - Infrastructure preparedness
- Provide a high-level overview of the following solutions:
 - Cisco Meraki SD-WAN
 - Cisco SD-WAN
 - Fortinet SD-WAN

- o Palo Alto Networks Prisma SD-WAN (formerly CloudGenix)
 - o Aruba EdgeConnect SD-WAN (formerly Silver Peak)
 - o VMware SDWAN (formerly VeloCloud)
- Mutually identify up to three (3) solutions from the above list to focus on for the remainder of the workshop, based on desired objectives and capabilities summaries

After the first half of the session, Customer should have a base understanding of each solution, having identified up to three (3) solutions for deeper dives. Also, Seller should have a better understanding of Customer's business objectives for deploying SD-WAN, which will drive the second half of the workshop. The goals for the second half are:

- Provide a deeper review of the chosen solutions
- Discuss high-level architecture differences for the chosen solutions and how they would fit in Customer's environment
- Identify key features for the chosen solutions that support Customer's business objectives
- Discuss how Seller can help Customer with future SD-WAN related solutions and services

After the Customer workshop and existing network documentation review are complete, Seller will disengage from the Customer to create a recommendation document based on information gathered. This recommendation document will outline potential benefits or challenges with each of the chosen solutions, aligning with technical and business objectives discussed during the workshop. Once document is complete, Seller will then present findings to Customer and provide recommended next steps such as further pre-sales engagement, engineering-led planning and design sessions, etc.

CUSTOMER RESPONSIBILITIES

1. Provide current network diagrams listing current L2 and L3 protocols, existing links, capacity, utilization, and application requirements for all current network facilities
2. Provide Service-Provider QoS capabilities
3. Ensure that appropriate Customer personnel will be available throughout the entire workshop engagement

PROJECT ASSUMPTIONS

1. Customer gathering is expected to last 1-2 days. During this time collaboration with Customer's complete stakeholders' team is expected to be 6-8 hours on the first day, and 2-4 hours on the second day. These days may not be consecutive.

OUT OF SCOPE

1. High-level architecture recommendations will be provided as part of this engagement. Design, deployment, reconfiguration, or remediation based on those recommendations is out of scope.
2. Configuration review of any equipment
3. Physical assessment of equipment including items such as power and cabling

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

Table – Item(s) Provided to Customer

| Item | Description | Format |
|-----------------|--|--------|
| Advisory report | Report of infrastructure readiness and high-level architecture recommendations | PDF |

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.

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- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
 - Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
 - This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. **Kickoff Meeting**
 - Coordinate and facilitate kickoff meeting
 - Review SOW including project objectives, schedule, and logistics
 - Identify and confirm project participants
 - Discuss project prerequisites
 - Create and distribute escalation and contact lists
2. **Project Schedule or Plan**
 - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
 - Monitor project scope and expectations
 - Identify and manage project risks
 - Monitor the status and progress of the project and the quality of items provided
 - Communicate at regular intervals as agreed upon
 - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
 - Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
 - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
 - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
 - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
4. **Change Management**
 - When a change to a project occurs, the Seller's project change control process will be utilized
 - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
5. **Project Closure**
 - Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
 - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

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.

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.

CHANGE MANAGEMENT

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

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.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

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**").

Services Acceleration will provide funding in the amount of \$5,460.00 ("**Funding**").

The Funding will be applied to the Total Fees. Once the Funding has been exhausted, Seller's invoice(s) will reflect the balance of any fees due. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in 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 Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

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 below).

Services Fees of \$5,460.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 24 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

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

Table – Services Fees

| Unit Type | Unit Rate | Billable Units | Subtotal |
|--|-----------|----------------|----------------------------|
| Senior Engineer – Per Hour | \$240.00 | 20 | \$4,800.00 |
| Project Manager – Per Hour | \$165.00 | 4 | \$660.00 |
| Subtotal | | 24 | \$5,460.00 |
| <i>Less Services Acceleration funding</i> | | | <i>(\$5,460.00)</i> |
| Estimated Totals | | | \$0.00 |

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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/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.

TRAVEL NOTICE

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**").

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.

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.

CDW Government LLC

WILLIAMSON COUNTY, TX

By: **Jeni**
Kapelinski Digitally signed
by Jeni Kapelinski
Date: 2022.11.30
10:50:31 -06'00'

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

