



STATEMENT OF WORK

Project Name:	ADHOC	Seller Representative: Liam McNamara +1 (703) 262-8156 liammcn@cdw.com
Customer Name:	WILLIAMSON COUNTY, TX	
CDW Affiliate:	CDW Government LLC	
Date:	February 01, 2024	Solution Architect: Dan Field
Drafted By	Paul Davila	

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 shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (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

This SOW can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. This SOW is valid for a 12-month period from the date of signature and cannot exceed \$10,000.00 in a calendar year without a new SOW or Change Order.

Subject to the other provisions of this SOW, Seller will perform the following services:

- Unscheduled and/or Break/Fix engineering and consulting services

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Scheduling the Services with Seller
2. Customer will provide full access to any systems the Seller needs to address the issues being worked on
3. Provide details in writing for all work requested

PROJECT ASSUMPTIONS

1. This SOW is valid for multiple dispatch opportunities throughout the term of the SOW
2. Customer will identify engineer level required and specific tasks that need to be performed at each dispatch request.
3. Resources will be allocated based upon requirements set forth by Customer at each individual dispatch

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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 project coordinator
 6. Customer understands there is neither a guarantee, nor a Service Level Agreement for availability of Seller's engineer(s). Seller only agrees to provide best effort attempts in scheduling an engineer for a time requested by Customer
 7. All effort related to this SOW will be on a best effort basis

OUT OF SCOPE

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

1. Services outside of the US
2. Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW

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.
- 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.

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**”).

Seller will invoice for Total Fees. 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

The Total Estimated Consultant Fees will vary based on actual hours worked for the duration of this SOW and cannot exceed \$10,000.00. This does not represent a *fixed fee*. This agreement is valid for a twelve (12) month period and cannot exceed \$10,000.00 in a calendar year.

The rates presented in Table 1 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.

Table – Services Fees

Consultant	Function	Hourly Rate
Technical Lead/Principal Consulting Engineer	Cross-technology	\$255.00

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

CUSTOMER-DESIGNATED LOCATIONS

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

Location	Address
Main	301 SE INNER LOOP STE 105, Georgetown, TX 78626

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Location	Address
Main	301 SE INNER LOOP STE 105, Georgetown, TX 78626

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 Customer 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 Customer 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 Customer’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.

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: **Alexander Goes**
Digitally signed by Alexander Goes
Date: 2024.02.01 10:51:23 -06'00'

Title: _____
Date: _____

Mailing Address:
200 N. Milwaukee Ave.
Vernon Hills, IL 60061

By: Bill Gravell
Bill Gravell (Feb 14, 2024 09:24 CST)

Name: **Bill Gravell**
Title: **County Judge**
Date: **Feb 14, 2024**

Mailing Address:
301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Feb 01 2024 Time: 2:11 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Feb 02 2024 Time: 5:32 pm