



## STATEMENT OF WORK

<b>Project Name:</b>	Turner School District  MS Teams	<b>Seller Representative:</b> Megan Peterson +1 (847) 465-6000 megan.peterson@cdwg.com
<b>Customer Name:</b>	Turner Unified School District 202	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>Date:</b>	May 10, 2024	<b>Solution Architect:</b> Rob Milanovich
<b>Drafted By</b>		

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 Turner Unified School District 202 (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at <http://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.

### PROJECT SCOPE

During this project we will utilize our experience with Microsoft Teams to make recommendations on how to best utilize the technology to meet your business and technical goals and objectives. In addition, we will leverage the knowledge gained through previous projects to avoid potential issues.

The following are a part of this project:

1. Microsoft Teams project kickoff, which will help develop a clear vision of the high-level solution goals and constraints.
2. Microsoft Teams Network Readiness Workshop, which will identify business and technical requirements and determine the Teams networking design based on the project scope.
3. Microsoft Teams planning, which will identify business and technical requirements.
4. Microsoft Teams Calling Design Workshop, which will determine the Teams Phone System design based on the project scope.
5. Microsoft Teams pilot and deployment planning, which will include a project plan and solution design documents.
6. Microsoft Teams build and pilot, which will include setup and configuration of Microsoft Teams in Office 365 as determined during the design and planning session(s). A small group of users will pilot the solution for testing and administrative knowledge transfer.
7. Basic Adoption and Change Management services to support enablement of Microsoft Teams.

### MICROSOFT TEAMS PROJECT KICKOFF

Prior to the kickoff, Seller will provide you with a pre-engagement questionnaire. This document will be used to establish a working understanding of your current environment. Areas of focus include:

1. Network topology

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2. Overview of current environment
  3. Directory Services infrastructure
  4. User population and distribution
  5. Administrative practices and procedures (including change control)

If this documentation currently exists and you are willing to provide it to the Seller, this can be submitted instead of the questionnaire.

Seller will begin with a project kickoff meeting with your core project team. The kickoff meeting will last approximately one hour and will include:

1. Introductions of Customer and Seller team members
2. Establishment of roles and session scheduling
3. Establish and discuss overall scope of engagement and change order process
4. Knowledge transfer and review of your company and vision
5. Review of the pre-engagement questionnaire or equivalent and clarification of questions
6. Review of design and planning session goals
7. Review of adoption services goals
8. Requirements definition
9. Claiming Partner of Record (CPOR) process review and collection of data which allows Seller to submit association to customer prior to engagement beginning. Data collection includes customer Tenant Domain name and Directory ID.

### ESTABLISH CLAIMING PARTNER OF RECORD

For eligible workloads, Seller will provide Customer a Claiming Partner of Record (CPOR) Customer Guide that provides direction on where the Domain Name and Directory ID can be located. Domain Name and Directory ID will be provided back to Seller to associate CPOR. CPOR enables Seller to help Customer optimize the use of Microsoft Online Services for desired business outcomes by providing Seller with access to usage and consumption data.

### **MICROSOFT TEAMS NETWORK READINESS**

As part of the Microsoft Teams network readiness, Seller will conduct a Microsoft Teams Network Readiness Workshop. This will provide Customer with an interactive workshop and documentation on network best practices for deploying Microsoft Teams real-time communications, including voice, video, and content sharing.

Remediation work is above and beyond the hours included in this scope of work. A change order may be processed for any remediation work Customer desires Seller to complete.

### **MICROSOFT TEAMS PLANNING**

Seller will work with the appropriate project team members and stakeholders from your company in formal and informal session(s) and discussion(s) regarding the current and pilot-state design. These discussions will focus on the current environment and the identification of business and technical requirements. We will also provide a mapping of how those requirements can be met with Microsoft Teams. Any requirements which cannot be met will also be called out.

After the(se) session(s), the project team will have a clear understanding of how Microsoft Teams will be able to assist in meeting your objectives. Active participation and presence from key members of your staff are imperative during this time to ensure requirements are clearly defined and validated and that the design is based upon those requirements. Seller will leverage industry-leading practices and our extensive experience to develop a comprehensive, scalable, robust, and secure pilot-state design.

The planning session(s) may include:

1. Current Environment review
  - Tenant global placement, multi-geo

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- Active Directory
  - Messaging environment
  - Network topology/egress
  - Office 365/Microsoft 365 Tenant Review
  - Directory synchronization
  - Authentication methods
  - International placement of content/users
2. Requirements gathering and analysis
    - Business requirements, drivers and goals
    - Technical requirements, drivers and goals

## **MICROSOFT TEAMS CALLING DESIGN WORKSHOP**

The Microsoft Teams Calling Design Workshop will focus on the following:

1. Microsoft Teams phone system design
  - Dial plan, normalization, dialing rules
  - Calling Plans
  - Optional Communication Credits
  - Routing and voice policies
  - Voicemail
  - Auto attendants
  - Call queues
  - Call quality dashboard
  - Analog gateways
2. Telephony integration for phone system
  - Operator Connect
  - Direct Routing
  - PBX and/or PSTN integration(s)
  - Skype for Business on-premises connection to PSTN
3. Emergency calling planning and design
  - Dynamic E911 options
  - Emergency Response Locations (ERLs)
  - Emergency notifications
4. Migration design
  - User migration strategy and planning
  - Skype for Business to Teams migration
5. Clients and UC certified devices
  - PC, Mac, and mobile clients
  - Deployment, configuration, and management
  - Teams-certified headsets, handsets, and video endpoints
  - Room system video interoperability (Cloud Video Interop aka CVI)
6. Infrastructure dependencies
  - DNS
  - Firewall considerations
7. Network planning and best practices
  - High-level best practices for Teams real-time workloads
  - Network assessment tools discussions
8. Hardware requirements
  - Direct Routing Session Border Controllers
9. Licensing requirements
  - Microsoft licensing requirements
  - Third-party software/licensing requirements
10. Gap analysis
11. High-level task list
  - Task effort estimates

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- Dependencies

## **AUDIOCODES SBC DIRECT ROUTING DESIGN WORKSHOP**

Seller will hold a Direct Routing design workshop with customer staff and assist with configuration of (2) AudioCodes SBC(s) for integration with Microsoft Teams.

During this workshop:

1. Existing circuits and phone numbers will be reviewed.
2. Customer will provide details about configuration of existing circuits, PBX(s), and SBC(s) to assist in the deployment of AudioCodes SBC(s) for Direct Routing.
3. Seller will work with customer to configure AudioCodes SBC(s) per Microsoft/AudioCodes best practices.
4. Seller will review the process for configuring AudioCodes SBC(s) for Direct Routing with Microsoft Teams and discuss timelines for each phase.

### CUSTOMER RESPONSIBILITIES

1. If using Mediant Virtual Edition SBC(s), providing access to the virtual environment to allow Seller resources to configure the SBC.
2. If using Mediant physical SBC(s), racking/stacking the gear and connecting it to the network, and configuring the management port to allow access from the Seller resources to configure the SBC.
3. Providing remote access to Seller resources to configure the SBC(s).

### ASSUMPTIONS

1. Integration between Microsoft Teams and the current PBX will only be configured at the SBC level for call routing. Customer is responsible for any MACD activities required in their current PBX to route calls to/from Microsoft Teams.
2. Customer has a valid coverage plan on their AudioCodes SBC(s), and proper licensing is in place to facilitate the features needed for the integration between Microsoft Teams and/or their current PBX/Carrier.
3. Customer can facilitate Seller in opening technical support cases should one be required with AudioCodes.
4. One Voice Operations Center (OVOC) will be deployed and configured by Customer resources if pooled/floating licensing is used for transcoding/SIP sessions.

## **MICROSOFT TEAMS PILOT AND DEPLOYMENT PLANNING**

During the design session(s), the hardware, licensing, and services required to implement the solution will be identified. During this phase, cost will be assigned to these resources and used to develop a Bill of Materials, if required. Hardware and software quotes will be compiled, tasks will be defined, resources will be assigned, and timelines will be created, based on the scope of this project.

It will be the responsibility of Customer to provide quotes or pricing for any identified resources if those resources are to be provided by a party other than the Seller.

At the conclusion of this phase, the Customer will have a clear understanding of the costs that will be incurred to implement the solution as well as a timeline, based on the scope of this project.

Items that may be included are:

1. Project Plan
  - Work items
  - Milestones and timeline
  - Resource allocation effort and duration estimates
  - Dependencies

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## 2. Bill of Materials (if required)

Seller has the right to amend the build and pilot estimates based on the results of the design session(s) and deployment planning.

### **MICROSOFT TEAMS BUILD AND PILOT**

Seller will provide setup and configuration of Microsoft Teams in Office 365 as determined during the design and planning session(s). Any testing requirements identified during the design and planning will be conducted during this phase.

Seller will enable a pilot of the Microsoft Teams workloads, as defined in the sections below. The pilot period will be used to refine and validate the transition process and gather feedback from end users.

The Customer's existing Office 365 tenant subscription will be leveraged for this project. If this is a trial tenant, it is the Customer's responsibility to maintain the trial through the start of the project. Termination of the trial prior to the start of the project may have irreparable impact to the success of the project.

The existing Azure Active Directory Connect implementation will be leveraged for this project.

### CONFIGURE HYBRID ENVIRONMENT FOR COEXISTENCE AND MIGRATION

The existing Skype for Business server infrastructure will be leveraged to support the coexistence between Skype for Business on-premises and Microsoft Teams. Seller will configure a Skype for Business "split domain" (hybrid) environment to provide interoperability between users homed on-premises and users homed in Microsoft Teams. Specific Skype for Business on-premises topology requirements for hybrid will be reviewed during the Design and Planning phase. To configure the hybrid deployment with Microsoft Teams, a Skype for Business Server 2015 deployment with all servers running Skype for Business Server 2015 is required.

### CONFIGURE PHONE SYSTEM WITH DIRECT ROUTING

The Phone System capabilities of Microsoft Teams will be provisioned by Seller, including the following tasks:

1. Direct Routing deployment for (2) AudioCodes SBC(s)
2. Assign the appropriate Phone System licensing to the pilot users
3. View and retrieve numbers in the Teams Voice Directory
4. Establish PSTN usages, voice routes, and dial plans per the design
5. Configure and import site and endpoint data into the Call Quality Dashboard

### CONFIGURE VOICE ENDPOINT(S)

Seller will assist Customer with the configuration of certified and supported voice endpoint(s) for Microsoft Teams. Activities associated with this task consist of:

1. Configuration of physical endpoint(s)
2. Level 2 support of environment, as required
3. Overview of native device management in Microsoft Teams Admin Center

This does not include physical placement of the endpoint(s).

### CONFIGURE AND TEST PHONE SYSTEM WITH EMERGENCY CALLING

The emergency calling capabilities of Microsoft Teams will be provisioned by Seller, including the following tasks:

1. Configure up to (1) site(s) for Emergency Calling
2. Configure network settings, trusted IPs, and subnets
3. Configure Emergency Calling Policies
4. Configure Emergency Calling Notifications

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5. Test/validate Emergency Calling functionality

Customer is responsible for gathering and formatting location address information to be uploaded.

**PILOT PHONE SYSTEM**

A pilot group of (40) users will be enabled for Phone System calling capabilities.

1. For Calling Plan users, port user Direct Inward Dial (DID) numbers from the existing PSTN carrier.
2. Enable users for Communication Credits, based on the solution scope.

**PILOT AUTO ATTENDANT(S)**

(1) Auto Attendant(s) will be deployed in Microsoft Teams Phone System during the pilot phase.

**PILOT CALL QUEUE(S)**

(1) Call Queue(s) will be deployed in Microsoft Teams Phone System during the pilot phase.

**ADOPTION SERVICES**

**BASIC TEAMS ADOPTION**

Seller will provide Adoption and Change Management services for Microsoft Teams with a focus on supportability and driving awareness for successful adoption of the customer organization's technology platform.

The engagement will be conducted remotely and consist of several phases including success planning to determine the execution plan and success orchestration to execute the activities determined during the planning phase. Success Orchestration will be executed along with the build and pilot activities.

**HIGH-LEVEL ADOPTION METHODOLOGY**

1. Success Planning
  - o Marketing and Communication Review and Recommendations
  - o End-User and Administrator Enablement Planning
2. Success Orchestration
  - o Administrative Training
  - o Customer-led End-User Training
  - o Customer-led Marketing and Communications

**SUCCESS PLANNING**

Success Planning is the core to developing a successful adoption and change management plan and is essential to the proper execution of the adoption of any product or platform. As part of the Success Planning stage, Seller will work with the appropriate project team members and stakeholders in a session to discuss the development and execution of the customer training, communication, and support requirements that will benefit the organization most.

As part of the Success Planning, Seller will:

1. Identify stakeholders to participate and validate requirements to generate the plan
2. Provide IT Administrator enablement and knowledge transfer (up to (2) hour(s))
3. Review vendor-provided marketing and communications materials and recommended approach for generating awareness and excitement
4. Review vendor-provided End-User training materials.

Successful completion of planning is required before proceeding with Success Orchestration Phase.

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## **SUCCESS ORCHESTRATION**

After the successful completion of the Success Planning phase, the project will graduate to the Success Orchestration phase. Success Orchestration involves the execution of the decisions made during the Success Planning phase including delivering marketing and communications to the organization and executing the necessary training plans. This phase typically coincides with the execution of the pilot and migration/enablement phases of the project.

## **MARKETING AND COMMUNICATIONS**

Seller will provide links and recommendations to vendor-provided marketing and communication materials. Customer is responsible for the printing and distribution of the Posters and Table Tents. Customer is also responsible for distribution of emails to the organization.

## **END-USER ENABLEMENT**

Customer will execute the End-User enablement session(s) as determined in success planning.

## **PROJECT CLOSURE AND COMPLETION**

A Project Closure meeting will be scheduled to review the engagement and transfer the project documents. At this time, the Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.

## **PROJECT EXECUTION**

Engaged engineer(s) is/are expected to provide a minimum of (8) hour(s) of project specific services each week until the project is completed unless the project is on hold or suspended. If the work week includes holiday(s) or the CDW resource(s) is/are otherwise unavailable, project minimums for the week will be reduced by (2) hour(s) for each day.

The customer may request a project be put on hold with written notification to the Seller team at least (10) business day(s) prior to the start of the requested project hold. If the project hold exceeds (10) business day(s), Seller may consider the project to be suspended.

Timelines to reactivate a suspended project will be subject to Seller's resource(s) availability to re-engage. Seller will attempt to re-engage the same resource(s) based on availability, but there is no guarantee that the same resource(s) will be assigned to the engagement. Suspended projects may also require a change order to reactivate to add additional cost to the engagement based on the discretion of the project team.

Seller reserves the right to place a project on hold or suspend it if the minimum weekly effort is not being met.

## **GENERAL ASSUMPTIONS, RESPONSIBILITIES, AND OUT OF SCOPE**

### ASSUMPTIONS

1. The configuration and management of all systems which will be involved in the project are under the control of the Customer, either directly or through a third party. Seller may request configuration changes to these devices, which will be implemented by the Customer, pending established change control procedures.
2. Hardware and/or software that will be configured or implemented as part of this project is covered under a vendor-approved support contract.
3. As applicable to the solution:
  - The current on-premises Microsoft Active Directory and O365 environments are functioning properly (no adverse conditions).
  - The domain and forest functional levels are at least 2008 R2 or later.
  - Cabling to all switch and router equipment, as well as to all phone locations, is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
  - Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
  - Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.

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4. The current network is functioning properly (no adverse conditions).
  5. The internal/corporate network utilizes a fully routable private address space. Internal systems and applications are not directly accessible from public networks. External access to those systems is through a secure intermediary device which will proxy or route connections to internal resources on the clients behalf (VPN, Terminal Server, reverse proxy, etc.).
  6. As applicable, all WAN, PSTN circuits, and E911 services are or will be fully terminated, tested, and functioning properly. If there are issues or delays with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit/service issues while not troubleshooting, this is also considered out of scope.
  7. Customer has deployed the current Teams client to the PCs.
  8. The current AD DS and DNS environments are healthy and properly functioning to support Office 365 and Azure Active Directory Connect.
  9. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.
  10. Customer acknowledges that Seller may earn a Microsoft incentive payment as a result of the usage workload performed.
  11. Seller's personnel will not be exposed to Personally Identifiable Information (PII) beyond that required to perform services in scope.
  12. Unassigned DID numbers in the number range ported to Microsoft Teams will ring busy.
  13. Analog devices/endpoints are currently not supported for Microsoft Teams without Direct Routing.
  14. At the completion of the project Customer will be responsible for disabling or securing accounts created for the purposes of this project.
  15. Where possible, Seller recommends the use of Multi-Factor Authentication (MFA) for the accounts requiring access to client systems.

#### CUSTOMER RESPONSIBILITIES

1. Communicating all material project matters to Seller's contact person.
2. Providing at least one qualified technical person with system administration responsibilities.
3. Providing qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment/environment.
4. Providing other full-time, qualified, knowledgeable personnel who will perform your obligations under this SOW; make timely decisions necessary to move performance of the services forward; participate in this project to the extent reasonably requested by Seller; and reasonably assist Seller with its performance of the services.
5. Providing Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.
6. Providing third-party applications that are compatible and providing support for those applications, if any.
7. If applicable, procuring, assembling, installing, and configuring all servers (physical and/or virtual), server hosts, and network devices (including but not limited to: gateways, load balancers, reverse proxies, session border controllers) to be utilized in the deployment with the base operating system and network configuration prior to Seller consultant(s) beginning work on those systems.
8. Providing all software media and corresponding licenses and/or product keys to Seller consultant(s) prior to implementation.
9. All required certificates will be procured prior to implementation and will be provided to the Seller consultant(s) or will be installed by your staff under the supervision of the Seller consultant(s).
10. If the solution drives configuration changes and/or upgrades to other systems in the environment, including but not limited to backup software, VDI, anti-spam/antivirus, archiving, load balancers, reverse proxies, security/firewall, PSTN, E911, PBXs, and/or other gateway products, these changes and the associated costs are the responsibility of the Customer.
11. Installing software or configuring client devices.
  - o Seller consultant(s) will provide guidance on client configuration.
12. Providing Tenant Domain name and Directory ID (for Claiming Partner of Record (CPOR) on eligible workloads) to Seller prior to work beginning.
13. Completing all network configuration work that may be required but not included in this scope of work.
14. Completing all network testing that may be required but not included in this scope of work.



15. Gathering and formatting location address information to be uploaded for emergency calling services.
16. Placing and testing all endpoints/devices beyond quantities included in this scope, if any.

## OUT OF SCOPE

1. Formal end-user training
2. Formal network assessment
3. Network remediation
4. Legacy PBX assessment
5. Migration of legacy PBX configuration or data, including voicemail messages
6. Porting or transferring of phone numbers from another service provider
7. Professional Services for Third-Party Emergency Calling platform (i.e. RedSky, Intrado).
8. Operator Connect
9. Migration of applications from the legacy system
10. Recovery of a tenant environment after expiration of trial periods and/or licenses
11. Active Directory Federation Services design or implementation
12. Active Directory assessment or remediation
13. Implementation of multi-factor authentication
14. Virtual Desktop Infrastructure (VDI)
15. Workloads of Office 365 or Azure other than Microsoft Teams, including but not limited to:
  - o Office
  - o Exchange Online
  - o SharePoint
  - o Yammer
  - o OneDrive
16. Enterprise Mobility and Security
17. Intune
18. Customization of audio-conferencing meeting invitations, including but not limited to:
  - o Insertion of help and legal links, text messages, and graphics
  - o Selection of a different default phone number for different users
  - o Setting up different audio-conferencing attendant languages user to greet dial-in callers
19. Setup of Communications Credits payment method (used to pay for Audio Conferencing and Calling Plan minutes)
20. Third party applications (such as, fax servers or voicemail system integration)
21. Call/Contact Center
22. Video Interoperability Service
23. Deployment of UC clients or endpoints not certified by Microsoft
24. Live Events
25. Level/Tier 1 end-user support during deployment
26. Client support (Microsoft Teams client, phone, or mobile devices) during deployment
27. UC endpoint placement
28. Decommissioning or removal of legacy PBX or environment
29. Travel outside of the US

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

Item	Description	Format
Microsoft Teams Solution Design Guide	Document that defines the business and technical requirements and how the new solution will meet these requirements. It will also provide a	PDF with Architecture Diagram

Item	Description	Format
	detailed list of the resources that will be required to implement the new solution.	
Implementation Plan	Project plan detailing tasks, milestones, and timelines for implementation of the new solution.	Microsoft Project Document
Bill of Materials	Itemized list of components required to implement the solution.	Excel, Word, PDF
As-Built Documentation	Document describing the end-state configuration of the on-premises system components (if any).	Word

## 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.

## 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

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### 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:

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- 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 listed 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.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

## 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 \$37,895.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 153 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).

Unit Type	Unit Rate	Billable Units	Subtotal
MS UC Adoption Consultant – Per Hour	\$255.00	8	\$2,040.00
MS UC Engineer – Per Hour	\$255.00	117	\$29,835.00
Project Manager – Per Hour	\$215.00	28	\$6,020.00
<b>Estimated Totals</b>		<b>153</b>	<b>\$37,895.00</b>

## EXPENSES

When Seller’s personnel are located more than 80 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 \$125/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.

## SPECIAL TERMS FOR E911 EMERGENCY CALLING

Seller and Customer agree to the following additional terms.

1. Seller adheres to Seller’s internal policies and procedures with respect to the configurations of telephone systems that it sells, installs, manages, and/or operates (“**Telephone Systems**”). These internal policies and procedures are designed to maintain Seller’s compliance with applicable law. From time to time, Customer may request that Seller make a particular configuration change that does not align to Seller’s policies and procedures. In these cases, Seller reserves the right to refuse to make such configuration changes, in its sole discretion, and Customer acknowledges and agrees that Seller will have no obligations or liability to Customer (and Customer shall have no rights or remedies) with respect to Seller’s decisions in these matters. In addition, from time to time, to remain in compliance with applicable laws, Customer may need to make a particular configuration change or purchase add-on components to a Telephone System. In these cases, Customer agrees to make such configuration changes and purchase and implement such add-on components, in a timely manner as required by applicable law. You further acknowledge and agree that: (i) it is Customer’s responsibility to make any necessary additional purchases in order to comply with the law (whether identified by Seller or not); and (ii) a Telephone System is capable of complying with the law, even if in order to so comply, Customer must separately purchase an add-on component.
2. Customer acknowledges and agrees that Seller does not monitor Customer’s changes to the Telephone Systems to ensure they comply with the law, and Customer is solely responsible for any violations of law, third-party claims, or damages resulting from the changes that Customer makes (or fails to make). Company shall promptly notify Seller, in advance, of any changes that it intends to make to the Telephone Systems that may adversely affect the legal compliance of the Telephone Systems’ (or the operation or management thereof) and CDW reserves the right, in its sole discretion, to terminate this SOW in the event that CDW determines, in its sole discretion, that the changes would adversely affect CDW’s ability to comply with the law. In the event that Seller exercises such termination

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right, Seller shall have no liability as a result of such termination and Customer shall promptly pay to Seller all fees owed for products and services delivered prior to the effective date of termination.

3. Customer acknowledges and agrees that it is solely responsible for ensuring its compliance with applicable laws, including, without limitation, with respect to the purchase, installation, configuration, management, and operation of its Telephone System, and that Seller has not (and will not) provide Customer with legal advice. Seller is not responsible for and disclaims all liability for, Customer's violation of applicable laws.
4. Customer agrees to indemnify, defend, and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to changes that Customer makes to the Telephone Systems or Customer's failure to make changes required by Seller or applicable law.
5. In the event that Customer instruct Seller to configure a Telephone System such that the Telephone System does not transmit a notification to a central location at the facility where the system is installed or to another person or organization, Customer represents and warrants that it is requesting this because an upgrade to the core system, substantial updates to the software, or upgrades requiring a significant purchase would be required in order for Seller to configure the Telephone System such that it does transmit a notification to a central location at the facility where the system is installed or to another person or organization. Customer acknowledges and agrees that Seller will have no liability to Customer (and Customer shall have no rights or remedies) with respect to Customer's instructions in this respect. Customer further agrees to indemnify, defend, and hold Seller and its affiliates and their respective employees, directors, officers, and successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to Customer's instructions in this respect.
6. Customer agrees that its obligations under the foregoing Sections 1 through 5 are not subject to any limitations on the type or amount of Customer's liability to Seller, including, without limitation, any limitations on Customer's liability: (i) that might be set forth in any agreement entered into by and between Customer and Seller; or (ii) that might otherwise apply to this SOW or a purchase that relates to this SOW.

## CUSTOMER-DESIGNATED LOCATIONS

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

Location	Address
district office	800 S. 55th Street, Kansas City, KS 66106

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## 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**

**Turner Unified School District 202**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Services Contracts Manager

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

Title: Services Contract Manager

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

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

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

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

800 S 55TH ST, BOARD OF EDUCATION

Vernon Hills, IL 60061

KANSAS CITY, KS 66106-1308