



# STATEMENT OF WORK

<b>Project Name:</b>	[REDACTED]	<b>Seller Representative:</b>
<b>Customer Name:</b>	LAKE COUNTY	Damian Gonzalez
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (312) 705-9512
<b>Subcontractor:</b>	[REDACTED]	damigon@cdwg.com
<b>Date:</b>	May 20, 2024	<b>Solution Architect:</b>
<b>Drafted By</b>	Dan Misbach	

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 LAKE COUNTY (“**Customer,**” and “**Client,**”).

This SOW shall be governed by the OMNIA – [REDACTED] [REDACTED] between CDW Government LLC and [REDACTED], dated May 1, 2023, as amended (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

#### 5.1 Project Kickoff and Planning (Week 1)

- Provider Project Manager shall conduct a kickoff meeting.
- Ensure a clear understanding from both parties of the project goals and expectations.
- Review the roles and responsibilities of Customer and Provider resources.
- Project Manager will set up weekly calls during the duration of the implementation.
- Schedule monthly reviews post implementation with Customer as necessary.

#### 5.2 Phase 1 – Baseline Configuration (Weeks 2-6)

- [REDACTED]
- Provider will assist the Customer in the creation of installation packages as necessary.
- Provider will work with the Customer to identify “business units” within the Customer environment. Business Units in this case are groups of users and assets that perform a similar function within the organization and therefore have like-software deployed.

- [REDACTED]
- [REDACTED]

- [Redacted]
- [Redacted]
- [Redacted]
  - [Redacted]
    - [Redacted]
    - [Redacted]
    - [Redacted]
    - [Redacted]

5.3 Phase 2 – Deployment and Tuning Weeks (7-12)

- Provider will assist the Customer in implementing the Phase 1 until Best Practices are met.
  - [Redacted]
  - [Redacted]
  - [Redacted]

5.4 Phase 3 – Advanced Configuration Weeks (13-16)

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

5.5 Phase 4 – Closure and Review

- [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]

5.6 [Redacted]

- [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
- Adhere to the following Service Level Agreement with regard to response times:
  - [Redacted]
    - [Redacted]
    - [Redacted]
  - [Redacted]
    - [Redacted]
  - [Redacted]
    - [Redacted]



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 1 – Item(s) Provided to Customer

Item	Description	Format
[REDACTED]	[REDACTED]	SOW
[REDACTED]	[REDACTED]	
[REDACTED]		

## 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. A change in scope, cost, or request to discontinue services in this SOW, can be done via Change Order. Any increase/decrease in cost will be documented in a Change Order.

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## 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:

- [REDACTED]
- [REDACTED]
- [REDACTED]

## 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 hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$332,500.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

These services are a period of performance of three years.

Milestone	Percentage	Fee
Upon Signature	100%	\$332,500.00
<b>Totals</b>	<b>100%</b>	<b>\$332,500.00</b>

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## EXPENSES

When Seller's personnel are located more than 25 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

The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

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

Location	Address
Lake County	18 N County St, Waukegan, IL 60085

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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**

**LAKE COUNTY**

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

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

Name: Services Contracts Manager

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

Title: Services Contract Manager

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

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

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

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

18 N COUNTY ST FL 8, ACCOUNTS PAYABL

Vernon Hills, IL 60061

WAUKEGAN, IL 60085-4304