



STATEMENT OF WORK

Project Name:		Seller Representative:
Customer Name:	LAKE COUNTY	Damian Gonzalez
CDW Affiliate:	CDW Government LLC	+1 (312) 7059512 damigon@cdwg.com
Date:	February 17, 2025	Solution Architect: Rebecca Mueller
Drafted By	Yvette Estelle	

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 – Cobb County - Technology Product Solutions and Related Services between CDW Government LLC and Cobb County, Georgia, 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 SCOPE

SCOPE OF WORK

SOW OVERVIEW

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- [REDACTED]

PRIVILEGE CLOUD COMPONENTS

Number of Instances Deployed & Configured (if applicable)	Solution Component
2	[REDACTED] [REDACTED] [REDACTED]
2	[REDACTED] [REDACTED]
2	[REDACTED] [REDACTED]
2	[REDACTED] [REDACTED]
2	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
2	[REDACTED] [REDACTED]
2	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

	<p>[REDACTED]</p> <p>[REDACTED]</p>
1	<p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED]
1	<p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
One (1) domain	<p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] <p>[REDACTED]</p>
1	<p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] <p>[REDACTED]</p>
1	<p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p>
1	<p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p>
1	<p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
1	<p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

[REDACTED]

Number of Instances Deployed & Configured (if applicable)	Solution Component
1	<div>[REDACTED]</div> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED]

[REDACTED]

Number of Instances Deployed & Configured (if applicable)	Solution Component
1	<div>[REDACTED]</div> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED]

[REDACTED]

Number of Instances Deployed & Configured (if applicable)	Solution Component
1	<div>[REDACTED]</div> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED]

[REDACTED]

[REDACTED]

Number of Instances Deployed & Configured (if applicable)	Solution Component
1	<u>Post Go-Live Support</u> <ul style="list-style-type: none">• Provider to provide one (1) week, twenty (20) hours total of post go-live support immediately following the implementation for questions, knowledge transfer, and issues.

PROJECT SERVICE ITEMS

[REDACTED]

The Project Service Items in the table below represent professional services work and/or documentation for Customer and are subject to acceptance criteria.

Number of Instances Deployed & Configured	Solution Component
1	<div><div>[REDACTED]</div><div><div>■ [REDACTED]</div><div>■ [REDACTED]</div><div>■ [REDACTED]</div><div>■ [REDACTED]</div><div>■ [REDACTED]</div></div></div>

FORMAT OF PROJECT DOCUMENTATION ITEMS

Project Documentation Items will be provided in the following digital formats:

- Diagrams and pictures – Microsoft Visio or JPG.
- Tables and spreadsheets – Microsoft Excel.
- Presentations – Microsoft PowerPoint.
- Reports, strategies, white papers – Microsoft Word.

[REDACTED]

PROJECT DOCUMENTATION ITEMS ACCEPTANCE CRITERIA

No formal Items and Services Provided are in scope for this SOW. Project documents listed in the Project Documentation Items and Services Provided above will be deemed accepted once delivered to Customer. There is no warranty for any Project Documentation Items accepted or approved by Customer, except as explicitly stated.

SOW TASKS

Provider will deliver Services to assist Customer with the Project, broken into the following tasks:

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

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

- I [REDACTED]

week following the go-live.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

TERM OF SOW

The estimated term of this SOW is conducted over nine (9) weeks. The end of SOW term expiration date is six (6) months from the date of signature of the SOW. Service hours unused by end of SOW term will be forfeited.

ASSUMPTIONS AND EXCLUSIONS

ASSUMPTIONS

1. Any changes to the requirements or design requested by Customer once development begins by Provider may result in additional time and cost and will be handled by the defined Change Order process.
2. Customer will provide all policies and design documentation that may influence this project.
3. Customer agrees that they are solely responsible for all User Acceptance Testing (UAT), unless otherwise stated.
4. Provider is not responsible for anomaly resolution related to Customer's back-end infrastructure and network components.
5. Provider is not responsible for anomaly resolution related to product defects or bugs in the vendor solution.
6. All project success criteria will be managed through this SOW or an approved Project Documentation Items. Success and quality criteria not explicitly expressed in this SOW, or an approved Project Documentation Items shall not be basis for rejection of any Project Documentation Items. Solution acceptance is based on this SOW; not any other document or understanding.
7. Provider reserves the right to feature all aspects of our strategic and creative work, including sketches, work-in-progress designs, and the completed project in our portfolio, promotional materials, and website.
8. Provider reserves the right, upon ten (10) business day notice to Customer, to make staffing substitutions based on required skills and consultant availability. Provider shall bear any, and all costs associated with such substitutions.
9. Customer has the right to request a resource change during the project effort due to performance issues with that resource, which shall be instigated through a formal, written request by Customer to Provider to change the resource. Provider shall have ten (10) business days to make the appropriate resource substitution upon request.
10. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
11. [REDACTED]
[REDACTED]

OUT OF SCOPE ITEMS

Anything not expressly stated to be within the Scope of Work section is deemed out of scope for this SOW. Such Items include, but are not limited to:

1. Ongoing support beyond what is specifically stated.
■ [REDACTED]
3. Custom built connectors and Integrations.
4. Custom coding and development work.
5. Application Integrations requiring third party connectors or components.
6. Project management, except as explicitly stated.
7. End User documentation and enablement including training and process improvement consulting.
8. Operation or administration of Production Environment(s), except as explicitly stated.
9. Formal curriculum development or training for users, developers, or administrators.
10. Ongoing support or warranty service, except as explicitly stated.
11. Change Management processes, including submission of change requests, obtaining approval, and communications related to environment changes.
12. Service Accounts, or accounts that have password dependencies, except as explicitly stated.

PLACE OF WORK AND TRAVEL

All work will be conducted remotely.

CUSTOMER RESPONSIBILITIES

GENERAL CUSTOMER RESPONSIBILITIES

If any item designated as a Customer responsibility in any section of this SOW or the agreed project plan is not completed, not provided, or is delayed by Customer, and is not provided after five (5) days performance notice from Provider specifying the non-performance and such failure adversely affects the schedule and hours required by Provider to produce the Project Service Items detailed in this SOW, then Customer, and not Provider, will be responsible for the additional costs, delays or incomplete items, which shall be subject to a fully executed Change Order.

Any agreed upon modifications to this SOW will be governed by the Change Order Procedure. Customer agrees to identify the following Customer personnel prior to the commencement of the Services:

- Customer signature authority for Change Order.
- Customer signature authority for acceptance, if specifically required by this SOW.
- Customer signature authority for problem escalation.
- Customer back-up authority for critical issue discussions or signatures.

1. Customer is solely responsible for ensuring that proper licensing exists for completion of the project as scoped.

2. Customer will supply secure methods of direct remote access to all systems required for successful delivery of services herein.
3. Customer Project team will be the liaison with Customer line of business organizations and will be responsible for the on-going planning, execution, communication, and change impacts that result from this SOW.
4. Customer will make application owners (resource owners) and any project stakeholders and resources are available as needed to support the gathering of requirements, use cases and design information in a timely manner.
5. Customer will ensure that skilled Customer personnel are available and deliver requested information, assistance, or materials as necessary throughout the project lifecycle in accordance with the approved project schedule so as not to delay the timeline.
6. Customer will provide Customer and Provider project team proper access to the required servers, databases, and tools as applicable and required in accordance with the approved project schedule so as not to delay the timeline provided.
7. Customer will provide access to a secure Internet connection to servers and systems needed in performance of duties.
8. Customer is responsible for planning, development, coordination, and execution of test cases.

PROJECT DELAYS AND HOLDS

If Customer introduces a delay (an “Impediment”) by failing to meet Customer Responsibilities, Project Prerequisites, and/or Project Scoping Assumptions, or by impeding Provider’s ability to meet a project milestone or task, Customer must:

- Agree to a Change Order for the additional costs of holding Provider project team during Customer introduced delay.
- Address the Impediment within three (3) business days.
- Agree to place the project on hold.

The project will be automatically put on hold if:

- Within three (3) business days of receiving the Change Order, Customer decides not to execute it or fails to reply, or
- Within three (3) business days of being notified of an Impediment, Customer fails to resolve the Impediment.

Note: When a project is on hold, Provider may, at its sole discretion, reassign the consultant(s) assigned to this project to other projects. The consultant(s) will be reassigned to this Customer project only after Customer completes the interim work necessary to meet the requirement that prompted the delay; such reengagement will be based on then-current consultant availability. If both parties cannot agree on reassignment timelines, Provider reserves the right to reevaluate further staffing options.

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.

- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- 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**").

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 \$62,160.00.

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

Milestone	Percentage	Fee
Customer Signature of SOW	50%	\$31,080.00
Project Completion	50%	\$31,080.00
Totals	100%	\$62,160.00

Expenses

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

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

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.
Vernon Hills, IL 60061

18 N COUNTY ST FL 8, ACCOUNTS PAYABL
WAUKEGAN, IL 60085-4304