

STATEMENT OF WORK

| | | |
|--------------------------|------------------------|---|
| Project Name: | APD HQ Security System | Seller Representative: |
| Customer Name: | City of Aurora | Damian Gonzalez (847) 465-6000 damigon@cdwg.com |
| CDW Affiliate: | CDW Government LLC | |
| SOW Created Date: | March 13, 2019 | Solution Architect: |
| Version: | 9 | John A. Jordan |

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and City of Aurora (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

This price is also based on the following clarifications & qualifications:

- a) All work is based on Normal Working Hours (7:00am – 3:30pm).

SCOPE:

Customer has requested Provider to design, procurement, installation and configuration of an update to the existing Video Management, Access Control, and Jail control system at Customers Designated Location. Described below is the work requested broken down by each type of upgrade to be performed along with the available options.

USER MANAGEMENT UPGRADE

User management refers to the creation and maintenance of the users that are allowed access to the video system for viewing, exporting, and administrative functions. In addition, it provides the base for assignment of credentials for accessing the building via the access control system. Active Directory integration will be utilized to establish groups that will be assigned permission in Genetec. Enabling or disabling user and password management will take place from the Active Directory side.

- Integrate Genetec to Customer’s existing Active Directory Domain.
 - Work with Active Directory Administrator and Aurora Police Department to develop required security groups for video access and physical access
 - Create Genetec Users groups and configure permissions based off needs and link imported Active Directory Users group to Genetec User groups
 - Verify all individual user in Genetec are assigned to proper groups

VIDEO MANAGEMENT UPGRADE

The video management system provides the base for the rest of the features that are going to be upgraded. The current system is comprised of 145 cameras and 7 viewing stations currently. The investigation performed showed that cameras configuration was anywhere from 320x240 resolution at 5 frames per second up to D1 resolution at 10 frames per second. All cameras are being recorded to a single location and all server infrastructure is configured in a non-redundant configuration. The video management system will be upgraded and will include cameras that are being replaced, additional

cameras, along with combination of cameras to be recorded continuously, on motion, etc. See the tables listing in “Exhibit A” for details. The new system will have a total of 163 cameras licensed. All cameras are configured for failover recording with 56 being configured for redundant recording. A total of 11 client licenses have been included in a separate quote outside of this SOW.

- Procure, install, and deploy a fault tolerant Video Management system
 - Directory role and Access Manager role on a single server utilizing vMotion to move server in cases of failures
 - Archiver roles to be configured for failover to secondary server if primary server is lost
 - Specific cameras to be configured for redundant recording

CAMERA UPGRADE

The existing cameras are IP cameras with a max resolution lower than is typical for today’s deployments. See the tables listed in “Exhibit A” for details of the cameras being upgraded. The existing cameras will require a custom cam file to be generated by Genetec. This cam file will only allow for streaming of the cameras and will not allow Genetec to configure the cameras so all configuration will need to be done from the camera interface. Table 1 indicates the camera for replacement selections. Table 2 indicates cameras to be reused.

ACCESS CONTROL UPGRADE

The access control system is broken into two parts; the first is the Genetec software and roles that control the system, the second is the physical hardware. From a hardware side all existing hardware will be replaced with mercury controllers and boards.

- Replace all existing hardware with mercury controllers and boards
- Includes labor for planning, migration, and testing for the above items

JAIL CONTROL UPGRADE

Creative Solutions has provided a quote to update the existing application to run on a Windows 10 pc and to work on the necessary changes to allow them to send to the Genetec ASCII listener commands to pull up camera on monitor similar to the functionality that exists today.

- Update Jail Control Workstations to run on new windows 10 pc
- Update interface to work with Genetec

CLIENTS

All of the clients need to be refreshed we are proposing seven new workstations to replace existing. Table 3 in “Exhibit A” is breakdown of the locations and requirements.

SERVER SIZING, STORAGE SIZING, AND UPGRADE

The server and storage sizing is driven by the above. However, the request for the optional server option was to assume that eventually all cameras will be replaced. The primary options are for Customer to provide the server and storage solution for the project. As an alternative and to provide a general idea of the costs for the system we have provided an option to provide the eight servers necessary for the proposed configuration. In addition, if physical instead of virtual servers are utilized the redundant directory option has been included as software failover of the directory role will need to be utilized.

The requirements Customer should specify are stated below. The servers running the directory and access control manager need to be at least 16 cores with 32 GB of RAM (preferably 32 core 64 GB RAM), preference is for LAN interface to be VMXNET 3 virtual nic at 10 GB and the physical interface to be 10 GB. For the archivers there are two ways for this to be designed depending on how the physical hardware interface to the LAN and SAN / NAS. The first is for each archiver role

to be on a separate OS instance and would require minimum 12 Cores and 16 GB of RAM with a VMXNET 3 10 GB virtual interface with at least 1 GB physical interface assigned to virtual switch; the storage network requires at least a 2 GB interface to a SAN network (preferably 8 GB) or a 10 GB interface to a NAS network. The alternative is to run multiple archiver roles on a single OS instances which requires minimum of 16 cores and 32 GB of RAM with a VMXNET 3 10 GB virtual interface with at least 10 GB physical interface assigned to virtual switch (preferably 2 physical interfaces with 20 GB of capacity); the storage network requires a 8 GB interface to a SAN network or a 10 GB interface to a NAS network. Once the all the options above have been selected the final server design will have to be developed in conjunction with Customer.

Storage sizing required for the initial deployment is stated below. It is broken out into proposed system in Table 4 listing in "Exhibit A".

- Eight Server 2016 Licenses
- Two SQL 2016 Standard licenses with 32 cores

PROJECT MANAGEMENT

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals as agreed upon
- Acts as the main POC to Customer if requested
- Ensures project timelines, dependencies, budgets and closure requirements for sign off are met within the project lifecycle

OUT OF SCOPE

Overtime, bond cost, liquidated damages and dumpsters

1. Asbestos or lead abatement
2. Access to all areas
3. Any construction delays
4. Overtime or second shift
5. Data or HDMI wiring

WARRANTY WORK

1. Provider guarantees the workmanship and materials for the above-referenced project for a period of one (1) year.
2. Provider guarantees the above-mentioned installation as follows:
3. For a period of twelve (12) months commencing on the date of Substantial Completion, any defect in labor or parts will be repaired at no cost to Customer. Provider shall be notified in writing of any defects prior to the twelve (12) months from the date of Substantial Completion at which time the warranty expires.
4. This warranty does not cover normal wear and tear, cosmetic damage or damage caused by acts of nature, accidents, negligence, misuse, abuse or lack of routine maintenance, or modification to any part of the system, by anyone other than an authorized representative of Provider.

5. Please note that any modifications made to the system by anyone other than authorized Provider representatives will void this warranty.
6. This warranty does not cover additional Customer instruction, system set-up, or modifications after the date of this SOW. The warranty period does not include periodic inspection, routine maintenance or reconfiguration of the system. If routine maintenance required for the system to function cannot be performed by your organization, please note that Provider can provide a maintenance service contract.

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

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

| Item | Description | Format |
|--------------|---|--------|
| Installation | Documentation which will include as-built network diagram upon completion | Word |

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.

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**”). Unless otherwise specified,

Seller will invoice for the Total Fees.

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 2).

The Total Estimated Services Fees of \$277,095.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 1,904 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

| Unit Type | Unit Rate | Billable Units | Subtotal |
|----------------------------|-----------|----------------|--------------|
| Project Manager | \$150.00 | 152 | \$22,800.00 |
| Senior Engineer – Per Hour | \$180.00 | 147 | \$26,460.00 |
| Field Engineer – Per Hour | \$150.00 | 552 | \$82,800.00 |
| Electrician – Per Hour | \$135.00 | 989 | \$133,515.00 |

| Unit Type | Unit Rate | Billable Units | Subtotal |
|---------------------------------------|-----------|----------------|---------------------|
| Seller Sr. Project Manager – Per Hour | \$180.00 | 64 | \$11,520.00 |
| Estimated Totals | | 1,904 | \$277,095.00 |

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 7:00 a.m. to 3:30 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 above, 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 above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

EXPENSES

No Expenses or travel time will be billed.

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**”).

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“Customer Components”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party with cause upon at least thirty (30) days’ advance written notice.

7. This SOW can be terminated by the Customer without cause upon at least thirty (30) days' advance written notice.
8. THERE ARE NO DELIVERABLES PROVIDED BY SELLER UNDER THIS SOW.
9. SOME OR ALL OF THE SERVICES PROVIDED UNDER THIS SOW WILL BE PERFORMED BY SELLER'S SUBCONTRACTOR:
QUANTUM CROSSINGS LLC

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

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.

The 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.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within thirty (30) days after receipt of the invoice.

EXPIRATION

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 SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

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**").

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.

MISCELLANEOUS

This SOW shall be governed by that certain City of Mesa Agreement Number 2018011 Information Technology Solutions & Services between CDW Government LLC and City of Mesa, Arizona effective March 1, 2018 (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. 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. This SOW is the proprietary and confidential information of Seller.

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.

CDW Government LLC

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

The following PSM has given approval:
Chris Koziur

City of Aurora

By: _____
Name: _____
Title: _____
Date: _____

Mailing Address:

Street: City of Mesa – Purchasing Division
P.O. Box 1466
Mesa, AZ 85211-1466

Billing Contact (If different than above):

Street: _____
City/ST/ZIP: _____

EXHIBIT A.

TABLE 1

| Camera Name | Manufacturer | Model | QTY | RESOLUTION | FRAME RATE |
|---------------------------------------|--------------|------------------------|-----------|-----------------------------|------------------------|
| JAIL HALL / HALLS / JAIL OFFICE / TAS | AXIS | P3367-V | 13 | 1.3 MP | 30 |
| LOBBY / COURT | AXIS | Q3617-VE | 5 | 5 MP | 25 |
| Public Exterior corners | AXIS | Q6000-E MK II Q6055 | 7 7 | PTZ – 1080p Fixed – 720p | PTZ – 30 Fixed – 30 |
| Exterior Fixed | AXIS | P3367-VE | 26 | 2 MP | 30 |
| Totals | | | 58 | | |

TABLE 2

| Camera Name | Manufacturer | Model | QTY |
|---------------|--------------|----------|------------|
| EXISTING | AXIS | 241S | 5 |
| EXISTING | SAMSUNG | SNC-570 | 2 |
| EXISTING | SAMSUNG | SND-460 | 37 |
| EXISTING | SAMSUNG | SND-460V | 1 |
| EXISTING | SAMSUNG | SND-560 | 40 |
| EXISTING | SAMSUNG | P3367-VE | 16 |
| EXISTING | UNKNOWN | UNKNOWN | 4 |
| Totals | | | 105 |

TABLE 3

| Location | Workstation | Size | Monitors | TouchScreens | Standtype | CPU SLING | Monitor Extender | UPS |
|--------------------------|-------------|------------|----------|--------------|---|-----------|------------------|-----|
| Telcom | 2 | 21" | 3 | 1 | Clamp on (Up down, forward, backwards) | no | no | no |
| Booking Detention | 2 | 27" | 3 | 1 | Grommet low profile 2- 2 monitor arm | yes | no | no |
| Front Desk | 1 | 21" 65" | 2 1 | 1 | 2 - vertical; 1 - 2 monitor; 1 - 3 monitor 1 - ceiling mount | no | no yes | no |
| Evidence | 1 | 21" | 3 | 1 | 1 - 4 monitor - Stand | no | no | yes |
| Admin | 1 | 21" | 1 | 1 | 1 - 2 monitor | yes | no | no |

| Location | Workstation | Size | Monitors | TouchScreens | Standtype | CPU SLING | Monitor Extender | UPS |
|-----------------------------|-------------|------|----------|--------------|--------------|-----------|------------------|-----|
| Building Maintenance | 1 | 21" | 1 | 0 | Desk mounted | no | no | no |
| Court Security | 1 | 21" | 2 | 1 | none | no | no | no |

Table 4

| Camera Name | Manufacturer | Model | Recording Type | Retention | RESOLUTION | QTY | FRAME RATE | MOTION | REC (MBit/s) | Storage (TB) |
|----------------------------|--------------|---------------|---------------------|-----------|------------|------------|------------|--------|--------------|----------------|
| JAIL HALL | AXIS | P3367-V | Continuous | 90 | 1.3 MP | 11 | 30 | N/A | 67.3 | 65.5 |
| JAIL OFFICE / TAS BUILDING | AXIS | P3367-V | Motion | 45 | 1.3 MP | 2 | 30 | 50% | 12.2 | 2.98 |
| Exterior Fixed | AXIS | P3367-VE | Continuous | 45 | 2 MP | 26 | 30 | N/A | 232 | 113 |
| LOBBY / COURT | AXIS | Q3617-VE | Continuous | 45 | 5 MP | 5 | 25 | N/A | 27.9 | 13.6 |
| EXTERIOR | AXIS | Q6000-E MK II | Continuous | 45 | 720p | 35 | 30 | N/A | 186 | 90.6 |
| EXTERIOR | AXIS | Q6055 | Continuous | 45 | 1080p | 7 | 30 | N/A | 41.1 | 20 |
| EXISTING 45 DAY RETENTION | N/A | N/A | Continuous | 45 | 640X480 | 5 | 15 | N/A | 4.7 | 2.28 |
| EXISTING 45 DAY RETENTION | N/A | N/A | Motion | 45 | 640X480 | 40 | 15 | 50% | 37.6 | 9.13 |
| EXISTING 45 DAY RETENTION | N/A | N/A | SCHEDULE 9 HOUR M-F | 45 | 640X480 | 1 | 15 | 50% | 1.88 | 0.297 |
| EXISTING 60 DAY RETENTION | N/A | N/A | SCHEDULE 10 HOURS | 60 | 640X480 | 4 | 15 | 50% | 7.52 | 1.19 |
| EXISTING 90 DAY RETENTION | N/A | N/A | Continuous | 90 | 640X480 | 42 | 15 | N/A | 39.5 | 38.4 |
| EXISTING 90 DAY RETENTION | N/A | N/A | Motion | 90 | 640X480 | 13 | 15 | N/A | 12.2 | 5.94 |
| PROPOSED SYSTEM | | Totals | | | | 191 | | | 669.9 | 362.917 |

TABLE 4

EXHIBIT B.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 3 – Customer-Designated Locations

| Location(s) | Service(s) | | |
|---------------------------------------|---|---|--|
| 1200 E Indian Trail, Aurora, IL 60504 | <input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation | <input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation | <input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work |