# STATEMENT OF WORK

| Project Name: | CameraQC | Seller Representative: |
|---|---|---|
| Customer Name: | City of Aurora (IL) | Damian Gonzalez 3127149529 damigon@cdwg.com |
| CDW Affiliate: | CDW Government LLC | |
| SOW Created Date: | March 14, 2019 | Solution Architect: |
| Version: | 3 | John 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 (IL) ("**Customer**" and "**you**").

# PROJECT DESCRIPTION

## PROJECT SCOPE

Provider will work with Customer to perform the following services:

### RENOVATION OF CLOSED CIRCUIT TELEVISION SECURITY SYSTEM

- Furnish and install nine (9) indoor cameras (Axis P3354-V).
- Furnish and install three (3) outdoor cameras:
  - Two (2) Multi-sensor standalone cameras (Axis Q6000-E MkII 4x2mp only).
  - One (1) Q6000-E MkII assembled with one (1) Q6055-E PTZ camera.

### WARRANTY FOR WORK PERFORMED BY PROVIDER

- The above-referenced project has been completed as of TBD in accordance with the scope of work outlined in the contract documents.
- Provider guarantees the workmanship and materials for the above-referenced project for a period of one (1) year, ending TBD
- Provider guarantees the above-mentioned installation as follows:
- 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 the owner.
- 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.
- 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.
- Please note that any modifications made to the system by anyone other than authorized Provider representatives will void this warranty.
- This warranty does not cover additional owner instruction, system set-up, or modifications after the date of this letter.
- 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.

## RENOVATION OF ACCESS CONTROL SYSTEM SECURITY SYSTEM

- Installation of Genetec Synergis access control solution with all necessary input / output modules, controllers, door peripherals, and devices necessary to operate an access control system.
- A 24-port, PoE switch will be furnished and installed, along with the necessary patch panel hardware necessary to to facilitate proper connectivity of the door and other devices to the head end.
- An Aiphone intercom system will be furnished and installed at the front gate and integrated into the proposed access control system.
- An access control workstation with server will be furnished and installed to facilitate end-user operation of the system.
- 10-hours of end-user training on the Genetec Synergis Software Solution.
- Provision of necessary Genetec Synergis and Omnicast connection licenses.
- Genetec™ Advantage software maintenance for camera connections and access control doors.
- monitor location.

## OUT OF SCOPE

1. Taxes, overtime, bond cost, liquidated damages and dumpsters.
2. No mounting of equipment
3. Asbestos or lead abatement
4. Access to all areas
5. Any construction delays
6. Overtime or second shift
7. Data or HDMI wiring

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

# 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, taxes will be invoiced but are not included in any numbers or calculations provided herein.

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 1).

The Total Estimated Services Fees of $36,550.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 228 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 1 – Services Fees

| Unit Type | Unit Rate | Billable Units | Subtotal |
|---|---|---|---|
| Project Manager – Per Hour | $150.00 | 14 | $2,100.00 |
| Field Engineer – Per Hour | $160.00 | 64 | $10,240.00 |
| Electrician – Per Hour | $135.00 | 150 | $20,250.00 |
| Sr. Seller Project Manager – Per Hour | $180.00 | 22 | $3,960.00 |
| **Estimated Totals** | | **228** | **$36,550.00** |

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates 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

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 time will not be billed for this project.

No Travel is needed for this project

# 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 NIPA/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:

   Christine Lowe

**City of Aurora (IL)**

By: _____

Name: _____

Title: _____

 Date:_____

**Mailing Address:**

Street: _____

City/ST/ZIP: _____

**Billing Contact (If different than above):**

Street: _____

City/ST/ZIP: _____

# EXHIBIT A.

## EQUIPMENT – FOR REFERENCE ONLY

| Quantity | UoM | Description |
|---|---|---|
| 4 | each | Card Readers install 920TNNEK2037Q (Multi Class) |
| 4 | each | Smart wire |
| 3 | each | 4-PAIR LEVEL 6  IW PER "C" for cameras outdoor |
| 9 | each | 4-PAIR LEVEL 6  IW PER "C" for cameras indoor |
| 12 | each | LEVITON JACKS |
| 12 | each | Cat 6 patch cords |
| 3 | each | Outdoor Cameras Axis Q6000 4x 2mp Multi-Sensor Camera |
| 3 | each | AXIS T91A64 CORNER BRACKET |
| 3 | each | AXIS T91G61 WALL MOUNT |
| 1 | each | AXIS Q6055-E PTZ NETWORK CAMERA |
| 9 | each | Indoor cameras Axis P3354V |
| 3 | each | Install outdoor bracket |
| 1 | each | Patch Panel |
| | | **Genetec/Access control** |
| 1 | each | 24P PoE Switch |
| 1 | each | Sy-EP2500 Intelligent controller |
| 4 | each | MR52 2 reader  int. module 8 input 6 output |
| 1 | each | Key access pad for entry gate |
| 1 | each | Synergis Cloudlink Network Appliance |
| 1 | each | Access Control Workstation w/ Server |
| 2 | each | enclosure / electrical housing |
| 2 | each | Power Supply/Battery |
| 1 | each | GSC-Base 5.7 |
| 1 | each | GSC-OM-S |
| 12 | each | GSC-OM-S – 1c camera license |
| 1 | each | Archiver - Hardware Only - SV-300 |
| 1 | each | GSC-SY-S |
| 1 | each | SMA - Omnicast or Synergis |
| 1 | each | SMA - Unified System |
| | | |
| | | **Gate Access** |
| 1 | each | Aiphone /Prox/keypad |
| | | |

Proprietary and Confidential

Version 3, Template 130501-130405

Drafted by Desiree Pagan, REQ-E33834

# EXHIBIT B.

## CUSTOMER-DESIGNATED LOCATIONS

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

Table 2 – Customer-Designated Locations

| Location(s) | Service(s) | | |
|---|---|---|---|
| Water and Sewer<br>649 S. River Street, Aurora, Illinois | ☐ Assessment<br>☐ Configuration<br>☑ Design<br>☑ Implementation | ☐ Knowledge Transfer<br>☐ Project Management<br>☐ Reconfiguration<br>☐ Reinstallation | ☐ Staff Augmentation<br>☐ Support<br>☐ Training<br>☐ Custom Work |