

STATEMENT OF WORK

| | | |
|--------------------------|---------------------|-------------------------------|
| Project Name: | Camera Maintenance | Seller Representative: |
| Customer Name: | City of Aurora (IL) | Damian Gonzalez |
| CDW Affiliate: | CDW Government LLC | 312 714-9529 |
| SOW Created Date: | March 25, 2019 | damigon@cdwg.com |
| Version: | 4 | Solution Architect: |
| | | Partner |

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

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

- All work is based on Normal Working Hours.

SCOPE

- Maintenance coverage for existing cameras and network components that are in current working order.
- Total of three hundred eighty-one (381) cameras
- An audit will be performed on the system prior to acceptance. Any repairs required to cameras or servers will be performed on a quoted or T&M basis prior to implementation of the maintenance contract.
- 24/7 service number for emergencies. Standard service is Monday through Friday 7AM-3:30PM
- Includes repair/replacement of covered equipment only up to end-of-life manufacturer support. Equipment that is end-of-life for manufacturer support will be quoted for replacement by Buyer.
- SOW includes preventative maintenance (PM) visit per site as defined by Exhibit “A”, during which camera domes will be cleaned and checked, and system health assessed and documented.
- Service will be provided for one years, (12 months) from start date of contract.

EXCLUSIONS

- Performance & payment bonds
- Permits and inspection fees
- Dumpsters
- Separate workforce toilet facilities
- Mobile Storage or office trailers
- Environmental remediation or abatement of any kind
- Patching or painting of conduit or surfaces
 - Special safety requirements not communicated during the time of bid
 - Special insurance requirements

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 |
|----------|---|-----------|
| Document | List of locations and equipment covered | Excel doc |

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 hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$424,500.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 – Services Fees

| Project Milestones | Percentage | Fees |
|--------------------|-------------|---------------------|
| Signed SOW | 8.33% | \$35,375.00 |
| Month 2 | 8.33% | \$35,375.00 |
| Month 3 | 8.33% | \$35,375.00 |
| Month 4 | 8.33% | \$35,375.00 |
| Month 5 | 8.33% | \$35,375.00 |
| Month 6 | 8.33% | \$35,375.00 |
| Month 7 | 8.33% | \$35,375.00 |
| Month 8 | 8.33% | \$35,375.00 |
| Month 9 | 8.33% | \$35,375.00 |
| Month 10 | 8.33% | \$35,375.00 |
| Month 11 | 8.33% | \$35,375.00 |
| Completion of Work | 8.33% | \$35,375.00 |
| Totals | 100% | \$424,500.00 |

The fees above are derived from the Discount Unit Rate for applicable resources, as detailed below. The Discounted Unit Rate will be at a minimum 1.00% less than the Standard Unit Rate.

The rates presented in **Error! Reference source not found.** 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.

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.

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer's request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT-SPECIFIC TERMS

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").

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.

Both parties will treat all employee personally identifiable information as confidential per the Agreement.

Customer will provide in advance and in writing, and Seller will follow, all applicable Customer 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.

This SOW can be terminated by either party with cause upon at least thirty (30) days' advance written notice.

This SOW can be terminated by the Customer without cause upon at least thirty (30) days' advance written notice.

THERE ARE NO DELIVERABLES PROVIDED BY SELLER UNDER THIS SOW.

SOME OR ALL OF THE SERVICES PROVIDED UNDER THIS SOW WILL BE PERFORMED BY SELLER'S SUBCONTRACTOR:

_____ NONE _____

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 Koziura

City of Aurora (IL)

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.

DEVICES COVERED

Table 4

| Location | Device | Fixed Color | Qty Maintained | Frequency | Service Level | PTZ Color | Encoder Devices |
|-----------------------------|------------|-------------|----------------|-----------|---------------|-----------|----------------------------|
| Zoo Visitors Center | 34 | 31 | 15 | Bi-yearly | Tier 4 | | 3 four port , 2 16 port |
| | | | 13 | Yearly | Tier 4 | | |
| | | | 3 | Yearly | Tier 4 | | |
| | | | 3 | Yearly | Tier 4 | | |
| City Hall Traffic GAR _Golf | 78 | 53 | 39 | Yearly | Tier 4 | 25 | |
| | | | 39 | Bi-yearly | Tier 4 | | |
| Stolp Parking Deck | 46 | 46 | 46 | Bi-yearly | Tier 4 | | |
| Animal Control | 14 | 14 | 14 | Bi-yearly | Tier 4 | | |
| Rt_25 | 108 | 105 | 30 | Yearly | Tier 4 | | 4 four port, 2 16 port |
| | | | 75 | Bi-yearly | Tier 4 | | |
| | | | 3 | Yearly | Tier 4 | | |
| Rt_59 | 24 | 24 | 24 | Bi-yearly | Tier 4 | | |
| River Edge Park | 52 | 52 | 6 | Yearly | Tier 4 | | |
| | | | 46 | Bi-yearly | Tier 4 | | |
| WPD Milestone | 25 | 16 | 3 | Yearly | Tier 4 | 8 | 1 |
| | | | 21 | Bi-yearly | Tier 4 | | |
| | | | 1 | Yearly | Tier 4 | | |
| Device Totals | 381 | 341 | | | | 33 | 12 |

EXHIBIT B.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 5 – Customer-Designated Locations

| Location(s) | Service(s) | | |
|---|--|---|--|
| 44 E Downer Pl Aurora IL 60505 | <input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input 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 |
| Numerous locations within the City of Aurora’s municipal boundaries plus the municipal Aurora Airport which is located out West in Sugar Grove. | <input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input 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 |