

STATEMENT OF WORK

Project Name:	Cisco Unified Communications Upgrade	Seller Representative:
Customer Name:	Independent School District #709	Steve Tatge (763) 592-5808 steve.tatge@cdw.com
CDW Affiliate:	CDW Government LLC	
SOW Created Date:	April 14, 2016	Solution Architect:
Version:	3	Casey Nordendale

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 Independent School District #709 (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

Customer currently has a Cisco Unified Communications (UC) and Collaboration environment architecture implemented at Customer’s Involta data center. Seller will complete a parallel build of Customer’s UC architecture and upgrade it to Collaboration Systems Release (CSR) 11.0, on new BE7000 servers.

The purpose of this project is to leverage current Cisco Unified Communications (UC) resources as the basis for deploying next generation functionality by upgrading the existing:

- Cisco Unified Communications Manager (CUCM), version 7.1.5
- Cisco Unity Connection messaging (CUC), version 7.1.5
- Cisco Emergency Responder (CER), version 7.1.1

In addition to the upgrades:

- The CUCM cluster, Seller will build out the new CUCM based on today’s best practices and standards and migrate the configuration data from the existing CUCM server to the newly built CUCM cluster.
 - The new CUCM cluster will be built in an isolated network with the same IP address as the existing CUCM cluster.
- Seller will replace two existing 2851 gateways with new 4321 gateways.
- Seller will provide forty (40) hours of engineering support to assist with CER configuration consulting services.
- Seller will configure fifty (50) ATA190 voice gateways, replacing existing ATA186 gateways.

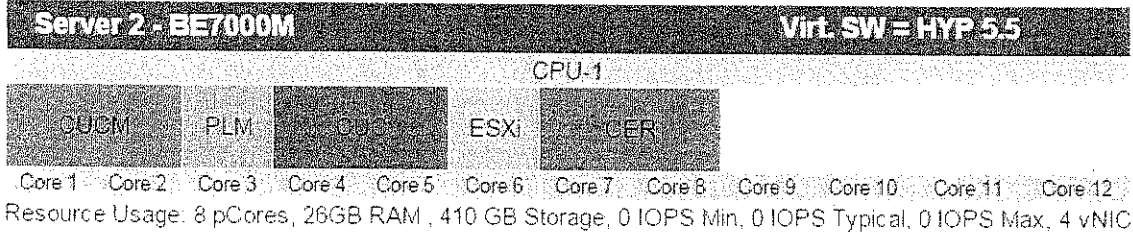
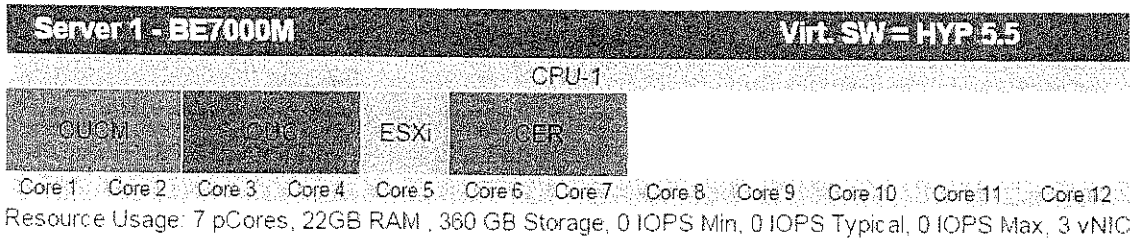
UNIFIED COMMUNICATION UPGRADES

Prior to the upgrades, Seller’s voice engineers will review the current configurations and provide any recommendations addressing issues or needs.

Seller will implement the following upgrades to the Cisco voice components at Customer’s Involta data center as part of this project:

CISCO UNIFIED COMPUTING SYSTEM

Upgrades to the existing Unified Communications environment utilize new Cisco Unified Computing System (UCS) Business Edition 7000 rack-mount servers. With the Cisco UCS, Cisco Unified Communications applications run in a virtualized environment. Each UCS server will be configured as follows:



Customer to provide all required VMWare licensing if connecting to a VCenter.

COMMUNICATIONS MANAGER

Seller will upgrade the Communications Manager from version 7.1.5 to version 11.0 as defined in the *Cisco Unified Computing* section of this Statement of Work.

The following tasks are part of this process:

- Develop migration plan. The specific upgrade process and procedure will be determined during design phase.
- Ensure that the necessary license files have been obtained for the new release.
- Build out the new CUCM Publisher and Subscriber servers based on best practices and standards.
- Export and modify and import the CUCM data from the existing CUCM 7.1.5 servers to the new 11.0 servers
- Complete post-upgrade test plan.
- Complete post upgrade system backup.

PLM LICENSING

As part of the Unified Communications Manager upgrade process, the user licensing model will change. Seller will work with Cisco Licensing, to facilitate the migration of licenses as follows:

As part of the Unified Communications Manager upgrade process, the user licensing model will change. Seller will work with Cisco Licensing, to facilitate the migration of licenses as follows:

- Migrate existing Device License Units (DLUs) to 100 Unified Workspace Licensing (CUWL) Professional user licenses.
- Migrate existing Device License Units (DLUs) to 501 Unified Workspace Licensing (CUWL) Standard user licenses.
- Install 601 Unified Workspace Licensing (CUWL) Standard Messaging licenses.
- Install 549 Basic (non-CUWL) Messaging licenses.
- Migrate existing Device License Units (DLUs) to approximately 1000 User Connect Enhanced licenses.
- Migrate existing Device License Units (DLUs) to approximately 50 User Connect Essential licenses.
- Migrate existing 1200 CER licenses.
- Implement the Prime License Manager (PLM) as a stand-alone server as defined in the *Cisco Unified Computing* section of this Statement of Work. The PLM handles licensing fulfillment, supports allocation and reconciliation of licenses, and provides enterprise-level reporting of usage and entitlement for the Cisco Unified Communications Manager, instant messaging (IM) and Presence and Cisco Unity Connection applications. The following tasks are a part of this process:

- Implement VMware OVA template for PLM on one UCS server.
- Implement Cisco's voice operating system and the PLM application.
- Configure Unified Communications Manager and Unity Connection servers in PLM.
- Implement the 11.0 licenses in PLM.

VOICE GATEWAYS

Customer currently has two 2851 voice gateways, each supporting three (3) PRI circuits at their Involta data center. Seller will complete the required configuration on two (2) new 4321 voice gateways to replace the existing 2851 gateways:

1. Configure the 4321 voice gateways with the following:
 - QOS will be configured based upon the latest Seller best practices to set priority on all voice control and bearer traffic.
 - Configure physical network interfaces based on the design phase of the project.
 - Configure three (3) PRI circuits on each voice gateway.
 - Configure the remaining DSP resources for conferencing and transcoding.
 - Configure high availability based on the design phase of the project.
 - Configure all network addressing based on the design phase of the project.
 - Configure secure access to the router based on the design phase of the project.
 - Configure unicast and multicast routing based on the design phase of the project.
 - Configure network management parameters based on the design phase of the project.
 - Other configuration parameters, as necessitated by the environment and as dictated by Seller best practices.
 - Remove the existing 2851 configuration from CUCM (post cutover).
2. Configure the fifty (50) ATA190 gateways with the following:
 - Configure IP addresses and related information.
 - Configure Communications Manager with the required information for each port with a device connected.
 - Remove the ATA186 configuration from CUCM (post cutover).

CUSTOMER RESPONSIBILITIES

1. Place all ATA190s
2. Terminate/cable all analog connections for the ATA190s.

ASSUMPTIONS

1. The ATAs will only be used for faxes and analog phones. Modems and overhead paging are not supported on these devices.

UNITY CONNECTION UPGRADE

Seller will upgrade the Unity Connection messaging application from 7.1.5 to 11.0 as defined in the *Cisco Unified Computing* section of this Statement of Work.

The following tasks are part of this process:

- Develop migration plan. The specific upgrade process and procedure will be determined during design phase.
- Ensure that the necessary license files have been obtained for the new release.
- Complete a backup of the Unity Connection server.
- Restore backup to new VMWare OVA on the UCS BE7000 servers.
- Upgrade Unity Connection from version 7.1.5 to version 11.0.
- Complete post-upgrade test plan.
- Complete post upgrade system backup.

CISCO EMERGENCY RESPONDER (CER) UPGRADE

Seller will upgrade CER from version 7.1.1 to 11.0 as defined in the *Cisco Unified Computing* section of this Statement of Work.

The following tasks are part of this process:

- Develop migration plan. The specific upgrade process and procedure will be determined during design phase.
- Ensure that the necessary license files have been obtained for the new release.
- Complete disaster recovery system backup.
- Restore backup to new VMWare OVA on the UCS BE7000 servers.
- Upgrade CER from version 7.1.1 to version 11.0.
- Complete post-upgrade test plan.
- Complete post upgrade system backup.

CER CONFIGURATION ASSISTANCE

Seller will provide forty (40) hours of CER configuration/remediation consulting services.

PROJECT ASSUMPTIONS

1. CER remediation services are limited to forty (40) hours. If additional remediation is required, a change order will need to be completed.

CISCO UNIFIED ATTENDANT CONSOLE STANDARD

As part of the upgrade process, Seller will replace two (2) existing Cisco Attendant Console clients with two (2) new Cisco Unified Attendant Console Standard clients, as follows:

- Review Customer's existing receptionist positions and determine requirements.
- Implement and configure Cisco Unified Attendant Console Standard on Customer provided workstations.
- Configure CUCM and TSP to support Cisco AC Standard.
- Configure receptionist positions, including general settings, queues, night/overflow destinations, & park destinations.

CUSTOMER RESPONSIBILITIES

1. Customer will provide supported desktop operating system and software, as defined by Cisco
 - a. Hardware Requirements:
 - i. 2.4 GHz Core 2 Duo
 - ii. 4 GB RAM
 - iii. 10 GB available hard drive space
 - iv. 100 Mbps network card, connected to the same network as Cisco Unified Communications Manager
 - v. Using TCP/IP
 - vi. Monitor with 1024x768 resolution (recommended: monitor with 1440x900 resolution, plus headset)
 - vii. Keyboard with 10-key number pad.
 - b. Software Requirements:
 - i. Windows Vista Professional with SP2 (32-bit or WoW64)
 - ii. Windows 7 (32-bit or WoW64) – integration with Cisco Unified Communications Manager versions
 - iii. 7.1(5) or 8.0(x) is not supported under this operating system
 - iv. Windows 8 (32-bit or WoW64) – you can integrate only with Cisco Unified Communications Manager version 10.0(1) or 10.5(1) under this operating system

- vi. Windows 8.1 64-bit – you can integrate only with Cisco Unified Communications Manager version
- vii. 10.0(1) or 10.5(1) under this operating system

TRAINING

Training includes training for both system administration staff and Receptionist training for Cisco Attendant Console Standard.

ADMINISTRATION TRAINING

Seller will provide a single two (2) hour training session for up to five (5) administrators on updates to the Cisco Collaboration architecture including Prime Licensing manager;

ATTENDANT CONSOLE STANDARD TRAINING FOR RECEPTIONISTS

Seller will provide two (2) one hour training sessions with the receptionists on Cisco Attendant Console Standard.

CUSTOMER RESPONSIBILITIES

1. Customer is responsible for activating the Cisco Unified Communications software subscription.
2. Customer is responsible for using Cisco's Product Upgrade Tool at www.cisco.com to order the applicable UC license upgrades and software media. Seller engineering resources will commence services once Customer has received the upgrade(s).
3. Customer will provide desktops that meet the minimum Attendant Console hardware and software requirements specified by Cisco.
4. Customer will provide desktop speakers for Attendant Console positions, which are required for audio alerts.
5. Customer will implement all required DNS records, if required per the design phase, prior to migration or implementation.
6. Customer will provide personnel for all voice prompt recording. No Seller employees shall be used for any voice prompt recording in a production environment.
7. Customer is responsible for communication with their PS-ALJ service bureau provider for E911 as required for CER remediation.

PROJECT ASSUMPTIONS

TECHNICAL

1. Customer will provide a functional SFTP resource for system backups and upgrades.
2. Existing Microsoft and Active Directory environments are stable and operational.

PREPARATION

1. The current Unified Communications environment is stable and operational.
2. The current network is functioning properly (no adverse conditions) prior to the implementation of new equipment.
3. Cabling to all switch and router equipment, as well as to all phones is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
4. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.
5. Customer will provide all remote site resources, as required to support cutover testing.

ACCEPTANCE AND CHANGES

1. All delays and extension of outage periods that are due to faulty hardware or software problems resulting from hardware or software not being covered by a SMARTnet support contract will be billable on a time-and-material basis and will not be included in the fixed-price project fee.

KNOWLEDGE TRANSFER AND TRAINING

For training details, please see "End-user Training" section above.

Customer is responsible for the following:

1. Ensure attendance of staff members at scheduled training sessions.

SUPPORT

1. An appropriate Customer technical contact will be available for the duration of the project to provide any necessary network information, access to the existing network, appropriate security clearance, and access to the building where the equipment will reside.
2. One day (8 hours) of post-cutover support is included in the project scope. Assuming all acceptance criteria are met, any subsequent support following the first day of service will be considered out-of-scope and billable on a time-and-materials basis.
3. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, the parties agree that the SOW will need to be amended under a Change Order to support the required changes.
4. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team will temporarily disengage until the manufacturer is able to resolve the bug and execute a full regression test.
5. Seller is not responsible for troubleshooting echo or call quality issues that are present within the Public Switched Telephone Network (PSTN).
6. During the testing phase, Customer and Seller will participate in building and executing the functional test plan to validate system capabilities. This test plan will serve as the user acceptance plan. Customer sign-off will be based on successful completion of the functional test.

OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Implementation and testing of cabling.
2. Implementation, testing, and configuration of equipment not included in the equipment list.
3. Implementation, configuration, and testing as a result of design changes.
4. Workstation and non-Unified Communications related server connectivity testing.
5. No additional features or functionality will be configured during this upgrade process.
6. Implementation, configuration or deployment of applications that may be included in Cisco Unified Workspace Licensing but not specifically identified in this Statement of Work.
7. Hostname/IP addressing changes.
8. Remediation of any issue found during the systems review.

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
Project Schedule	Implementation Project Plan	MS Project/PDF
BoM	Bill of Materials – if required	PDF
Upgrade Testing documentation	Completed upgrade test plans	Word, Excel, PDF
Technical Design Document	Contact Center Technical Design Documentation of system design	PDF, Word
Training Materials	Electronic administrative training materials	Various

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 2).

The Total Estimated Services Fees of \$42,547.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 246 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
Collaboration Engineer – Per Hour	\$175.00	199	\$34,825.00
Collaboration Engineer- OT – Per Hour	\$262.00	6	\$1,572.00
Project Manager – Per Hour	\$150.00	41	\$6,150.00
Estimated Totals		246	\$42,547.00

The rates presented in Table 2 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

Radius Travel time or expenses will not be billed for this project.

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 without cause upon at least fourteen (14) days' advance written notice.
7. THERE ARE NO DELIVERABLES OR OTHER WORKS OF AUTHORSHIP PROVIDED BY SELLER UNDER THIS SOW.
8. SOME OR ALL OF THE SERVICES PROVIDED UNDER THIS SOW WILL BE PERFORMED BY SELLER'S SUBCONTRACTOR:

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 fifteen (15) 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 Contract Number 41729 (f/k/a Contract Number 41728) for the provision of Telecom: Network Equipment, Maintenance and Support between CDW Government LLC and the State of Minnesota, acting through the Department of Administration, Materials Management Division dated October 31, 2012 (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:
Yvonne LeNoue

Independent School District #709

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

Mailing Address:

Street: _____
City/ST/ZIP: _____

Billing Contact (If different than above):

Street: _____
City/ST/ZIP: _____



EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
Involta Data Center 421 North 6th Avenue East Duluth, MN 55811	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input checked="" type="checkbox"/> Support <input checked="" type="checkbox"/> Training <input type="checkbox"/> Custom Work

