




Bullitt County Public Schools Instructional Technology

1040 Highway 44 East
Shepherdsville, Kentucky 40165
502-869-TECH



MEMO

To: Becky Sexton, Assistant Superintendent
From: Jim Jackson, District Technology Coordinator 
Date: Wednesday, May 30, 2018
Re: Statement of Work agreement with CDWG

When I submitted the May agenda item, "Access 24 Devices 2018-2019 School Year", I inadvertently left out the Statement of Work (SOW), which outlines the responsibilities of CDWG and the District. After consulting with Joe Mills, he felt I needed to submit this for Board approval. I apologize for submitting this outside of the regular Board meeting, however, time is of the essence in getting this processed so the Chromebooks will arrive on time.

I have now attached that Statement of Work, and a copy of the CDWG quote for your reference. The services performed under this SOW will include:

- Performing a hardware functionality test
- Verify the wireless settings work
- Enroll the devices into Google
- Update the Chrome operating system to the latest release
- Affixing the asset tags, and recording asset tag and serial number information into database
- Setting up the devices for our network and operating environment
- Shipping, delivery, unboxing, and removal of shipping materials
- Stacking the Chromebooks for school deployment in August

I would now like to ask for Board approval to proceed with this SOW, at a total cost of \$11,000.00 for the 1,100 Chromebooks leased this year. Funds for this expense will come from the monies received from usage fees, which middle and high schools collect at the beginning of each school year.

If you have any questions, please let me know.

B. Sexton

STATEMENT OF WORK

Project Name:	Chrome Services	Seller Representative: Rich McLean 8666689495 richmcl@cdw.com
Customer Name:	Bullitt county Board of Education (KY)	
CDW Affiliate:	CDW Government LLC	
SOW Created Date:	May 1, 2018	Solution Architect: Tina Sulkowski
Version:	1	

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 Bullitt county Board of Education (KY) (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

Provider will work with Customer to perform the following services:

OFFSITE PROVISIONING

Product will be shipped to the Provider configuration center located in Farmington Hills, MI.

Provider team will perform the following services:

- Assign a Provider project manager to coordinate with Customer and a Seller Project Manager, if assigned.
- Setup the project management website, inviting key Customer contacts and Seller contacts as appropriate.
- Receive and record all product as follows and report to the project website.
- Lenovo 100e Chromebooks
- Produce a Chromebook review unit for Customer approval. Review unit should include Customer configuration. Customer approval is recorded on the project website.
- Chromebooks services:
 - Perform a hardware functionality test (boot, connect to Wi-Fi, operate keyboard).
 - Enroll devices in Customer Google Apps / G-Suite domain, via the Google Management Console (GMC).
 - Update Chrome OS to the latest major release available (if necessary). Please note: Google typically releases updates on a weekly basis—some are major and some are minor—if an update is released mid-project, devices produced across the release date threshold may have OS version variations.
 - Download Customer’s pre-configured wireless access settings.
 - Affix asset tag (pricing includes provider supplied vinyl tags). Record asset tag information for asset insertion to the GMC.
 - If requested: manage OU assignment for devices (requires scoping).

CUSTOMER RESPONSIBILITIES – OFFSITE SERVICES:

1. Configure the GMC such that desired profiles and configurations are in place and have been tested. NOTE: The GMC and Chrome OS do not provide a means to visually or programmatically verify payload download without putting devices in Developer Mode.
2. Provide administrative and API access to the GMC. API access allows for automatic asset association with your devices.

3. If desired, provide a template for inventory collection that can be imported into your asset management system. Alternative, Provider will supply the data in a standard format.
4. Avoid any changes to the GMC during the provisioning timeframe.
5. Providing services meet expectations, acknowledge acceptance of services with signature.

ONSITE DELIVERY - SETUP SERVICES

Provider team will perform the following services onsite at Customer sites.

- Deliver Chromebooks to (3) location within the District.
- Unbox and place Chromebooks into (1) location within the building, as defined by the local point of contact.
- Dispose of packing materials in Customer-supplied receptacles.
- Produce an inventory report to include model, serial, and asset tag, and location information.

CUSTOMER RESPONSIBILITIES - ONSITE SERVICES:

1. Identify a point of contact for each delivery location who will be available without delay for access issues and acceptance of delivery.
2. Provide building and classroom access for delivery.
3. Explicitly identify secure delivery locations by building.
4. Providing services meet expectations, acknowledge acceptance of services with signature.

PROJECT MANAGEMENT

A Provider project manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls, and communicates at regular intervals as the project demands.
- Documents and distributes project activity on the project website.
- Escalates issues to Provider engineering or Seller Project Manager as appropriate.
- Facilitates DOA unit resolution with Seller.
- 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 services provided.
- Acts as the main point of contact to customer for service delivery.
- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle.

ASSUMPTIONS AND LIMITATIONS

1. Any major tasks not specified in this SOW are considered out of scope for this project.
2. Provider assumes a work day consists of eight hours. Travel schedules may result in abbreviated days. Project hours may be executed in blocks of time longer or shorter than 8 hours.
3. While Provider takes all reasonable precautions to preserve and/or recover Customer data, Provider assumes no liability or responsibility for customer data, even in cases where data transfer, migration, or backup is requested as part of services. Provider assumes customer has an up-to-date, verified backup of any data that may be impacted by the project.
4. For any equipment which fails during the engagement, returns will be facilitated by Provider. After engagement close, Customers are expected to work with manufacturers directly unless other arrangements have been made.
5. Provider is not responsible for product related defects and assumes that bugs in manufacturer's software, hardware, specifications, design, etc. are the responsibility of that manufacturer.

6. Asset tagging service assumes a standard tag that can be applied to any device. Asset tags that include device-specific information, such as serial numbers or part of a serial number, are not included unless by special arrangement.
7. Provider assumes that Customers will not alter or modify devices, setups, or configurations during the course of implementation, until after the project has been completed and signed off as accepted. Any modifications or alterations made after project sign-off are the responsibility of Customer.
8. Customer will be responsible for any and all networking configurations required to facilitate the installation, including but not limited to IP, DNS, access control, routing, and firewall changes required by the project.
9. Customer will facilitate all appropriate access to facilities targeted for engagement activities. Some engagements may require afterhours access to facilities.
10. Customer will provide all appropriate access to qualified personnel as needed during the engagement.
11. Customer will register all products and support agreements.
12. Project includes storage and insurance for 30 days from the date of receipt in Provider configuration center.

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

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Inventory Report	As-built documentation	Inventory Report .csv or .xls as requested

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 \$11,000.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 21100 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
Offsite Chromebook Provisioning & Turn Key Delivery – Per Item	\$10.00	1,100	\$11,000.00
Estimated Totals		1,100	\$11,000.00

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

Travel and Expenses are included in the above pricing

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.

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 AND TERMINATION

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 Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (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

Chris Koziura

Bullitt county Board of Education (KY)

By: _____
Name: Deborah Atherton
Title: Board Chair
Date: June 10, 2018

Mailing Address:

Street: 1040 Highway 44 East

City/ST/ZIP: Shepherdsville, KY 40165

Billing Contact (If different than above): Jim Jackson

Street: _____

City/ST/ZIP: _____

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
1040 Highway 44 East Shepherdsville, KY 40165	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work
11450 Highway 44 East, Mt. Washington, KY 40047	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work
3200 E Hebron Lane, Shepherdsville, KY 40165	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work
1330 Highway 44 East, Shepherdsville, KY 40165	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work

QUOTE CONFIRMATION

Attachment A



DEAR JIM JACKSON,

Thank you for considering CDW*G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JRSM207	4/6/2018	LENOVO 100E	5111103	\$233.75

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Lenovo 100e Chromebook - 11.6" - Celeron N3350 - 4 GB RAM - 32 GB SSD</u> Mfg. Part#: 81ER0002US UNSPSC: 43211503 Contract: MARKET	1	4977298	\$175.00	\$175.00
<u>Google Chrome Management Console License</u> Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: MARKET	1	3577022	\$25.00	\$25.00
<u>Lenovo Robot Repair - extended service agreement - 3 years - 24 hour Xpress It</u> Mfg. Part#: 5WS0N75691 UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: MARKET	1	4473863	\$23.75	\$23.75
<u>NEW ITEMS DO NOT PICK THIS LINE</u> Mfg. Part#: NEW-ITEM Contract: MARKET	1	NEW-ITEM	\$10.00	\$10.00

PURCHASER BILLING INFO		SUBTOTAL	\$233.75
Billing Address: BULLITT COUNTY BOARD OF EDUCATION ACCOUNTS PAYABLE 1040 HIGHWAY 44 E SHEPHERDSVILLE, KY 40165-6122 Phone: (502) 543-2271 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		GRAND TOTAL	\$233.75
DELIVER TO		Please remit payments to:	
Shipping Address: BULLITT COUNTY BOARD OF EDUCATION TECHNOLOGY 1040 HIGHWAY 44 E SHEPHERDSVILLE, KY 40165-6122 Shipping Method: UPS Ground (1- 2 day)		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW*G SALES CONTACT INFORMATION



Rich McLean

(866) 668-9495

richmcl@cdw.com

Jackson, Jim - DTC

From: Joe Mills
Sent: Tuesday, May 29, 2018 11:53 PM
To: Jim Jackson
Cc: Eric Farris
Subject: FW: Statement of work
Attachments: Bullitt BOE_CDW-G_CSOW_30952(Chrome Srvcs)_v1.pdf

Jim,
Since the funds for this were approved previously, you can go ahead execute this agreement. But put on for board approval at the next meeting with the explanation that the contract itself was inadvertently omitted.
Joe

Joseph M. Mills



Buckman Farris & Mills
Attorneys at Law

P.O. Box 460
193 S. Buckman Street
Shepherdsville, KY 40165
(502) 955-7181
<http://www.buckmanfarrislaw.com>

From: Jim Jackson <jim.jackson@bullitt.kyschools.us>
Sent: Tuesday, May 29, 2018 9:49 AM
To: Joe Mills <jmills@buckmanfarrislaw.com>
Subject: Statement of work

Joe,

I thought I had included this document with the board agenda last week, however I don't see it in the documents that have been returned. Can you tell me if it is ok if I sign these, or if it needs Board approval?

The Board already approved the lease and the devices we are purchasing at the last meeting, so I hope I can proceed. Let me know your thoughts.

Jim Jackson

CIO/DTC
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165
502-869-8000

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