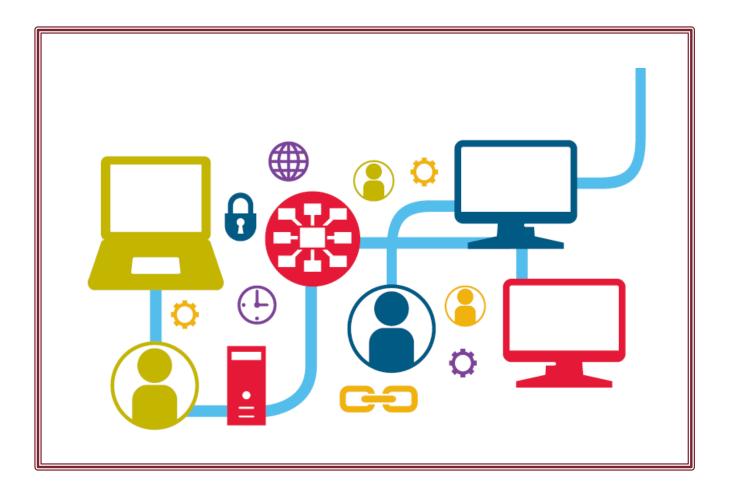
CITY OF SAN MATEO Cisco Equipment Proposal 11/08/2018



CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061





One CDW Way 230 N. Milwaukee Ave Vernon Hills, IL 60061 P: 847.371.5800 F: 847.465.6800 Toll-Free: 800.808.4239

www.cdwg.com/PeopleWhoGetIT

City Of San Mateo 330 W 20th Ave San Mateo, CA 94403-1338

11/08/2018

RE: CDW•G's Response to Cisco Equipment Proposal

Dear Mr. Engle,

CDW•G understands the objective of the opportunity is for the City of San Mateo to identify a reliable and experienced supplier partner capable of managing your Cisco Equipment. Our response demonstrates CDW•G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- CDW•G's Gold Certified Partnership status with Cisco facilitates timely road mapping and other requests for information.
- Extensive customized configuration services ensures products arrive at your locations ready to plug and play, maximizing your staff's productivity
- Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction
- Valuable presales consulting expertise assists with developing solutions that provide robust functionality, efficiencies, and cost savings.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact me, Kenny Stoller, at (877) 246-8092, or via email at kennsto@cdwg.com. We thank you for the opportunity to participate in this process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

Kenny Stoller

Kenny Stoller Executive Account Manager CDW Government, LLC

Table of Contents

Table of Contents	3
CDW Government Overview	4
Configuration Services	8
Professional Services	9
Value-Added Resources	11
Procurement Management Portal	14
CDW's Partnerships	17
Environmental Responsibility	19
Pricing Offer	20
Statement of Work	25
CDW•G Terms of Offer	50
Cisco Gold Partnership	51

CDW Government Overview

CDW is a leading multi-brand technology solutions provider to business, government, education, and healthcare customers in the United States, Canada, the United Kingdom, and other international locations. We have an expansive network of offices near major cities and a large team of field coworkers across the United States. In 2017, CDW achieved \$15.1 billion in revenue. CDW ranks at number 189 on the FORTUNE 500 list and third within the Information Technology Services category.

CDW QUICK FACTS

- Headquarters: Vernon Hills, IL
- 2017 Annual Net Sales: \$15.1B
- # of Coworkers: 8,800+
- # of U.S. Sales Offices: 26
- # of Customers: 250,000+
- Fortune 500 Rank: 189

CDW ranks at No. 5 on CRN's 2017 Solution Provider 500 list.

CDW Government, LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, k-12 and higher education.

Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

CDW OFFERINGS					
PRODUCTS AND PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware				
	 e-Procurement integration 				
	Leasing services				
TECHNOLOGY SERVICES	 Managed services 				
	 Pre-shipment configuration 				
	Professional services				
	 Warranty and maintenance 				
	Cloud				
TOTAL	Collaboration				
SOLUTIONS	 Data center and networking 				
	 Managed Print Services 				

CDW OFFERINGS					
PRODUCTS AND PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware				
	 Point of Sale 				
	 Security 				
	 Software management 				
	 Total Mobility Management 				

Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have City of San Mateo view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.



CDW Circle of Service

Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.

- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and costeffective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting City of San Mateo with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

We have access to more than 100,000 top brand-name products from more than 1,100 leading manufacturers. Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and

communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.



450,000-square-foot distribution center in IL

513,000-square-foot distribution center in NV

Product Availability

CDW holds \$220M of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in

North Las Vegas, NV. Our ISO 9001:2008-certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States.

CDW's effective purchasing and inventory management policies are a key aspect of our business strategy that enables us to stock the latest technology for immediate shipment. CDW has both the buying power and physical capacity to take advantage of large volume purchase opportunities, which allows us to pass along savings to our customers.

Configuration Services

CDW has been offering configuration services for over 30-years, since 1987. The Central Distribution Center has been supporting Configurations Services since 1997 (when it was built), and the Western Distribution Center started offering the same services in 2006, when it opened.

CDW Customer Service offerings have similarly grown as customers demand has expanded. CDW has always been willing to meet our customers' needs, from kitting services, pallet shipment service, to buy & hold service with customer specific roll-out requirements.

Our Services Include:

- Onsite Inventories
- Manufacturer Distribution Partnerships
- Inventory Management
- Purchasing
- Receiving
- Special Inventory Requests
- Order Fulfillment Processes
- Installation / Configuration

- Quality Control
- Packing
- Special Operations Services
- Palletization
- Shock Pallets
- Special Packaging
- Special Labeling
- Automated Systems

A significant advantage that differentiates CDW in the marketplace is our ability to deliver the right products, at the right value, right when you need them. We attribute this advantage to the following key elements of our purchasing, inventory and distribution systems:

- Large, on-hand inventories
- Strong working relationships with manufacturers and distributors
- Effective inventory management procedures
- Streamlined order fulfillment processes
- State-of-the-art, automated systems

Professional Services

We understand that our customers' environments are always evolving and infrastructure is constantly subject to updates, streamlining, or optimization. Achieving these changes can be highly resource intensive, but with our expertise across a wide range of technologies and sectors, implementation of your solution is economically viable. We perform professional services across the country, ranging from simple client system deployments to more robust Data Center and Network Infrastructure implementations. Our professional services team—over 1,000 professionals strong—deploys out of 24 U.S. locations to deliver the personal service that helps you understand and meet your business and technology needs.

CDW is ranked No. 5 on CRN's 2017 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. We have over 1,000 CDW-badged professionals located across the country and a large service provider network. We engage the appropriate solution architects, professional service engineers, and project managers to ensure projects are implemented successfully. Our engineers and project managers are trained on the latest technologies and many hold advanced certifications from our top manufacturers, ensuring that our team's current and relevant knowledge will directly benefit our customers' initiatives.



Service Engineers

CDW Service Engineers have extensive experience working with top manufacturers including Cisco, EMC, HP, IBM, NetApp, Microsoft, and VMware. They are extremely knowledgeable about the latest technologies and have important insight regarding the best approach to successful implementation. CDW's large team of highly-trained service engineers implements complete scalable solutions nationwide.

In addition to our service engineers, CDW has a large service provider network that includes the nation's leading manufacturers, as well as local, regional, and national service providers. We involve the appropriate service partners to ensure successful deployment and project management. We have long-term relationships with these companies and conduct rigorous screenings to confirm their competencies.

Project Management

We understand that a well-defined project structure is important and key to the success of an engagement. CDW's Project Management Methodology provides a roadmap to the processes, roles, and checkpoints that govern work with our customers from proposal development through service delivery. CDW's Project Methodology offers flexibility and judgment, yet provides a clear path for the engagement to follow. We draw upon best practices derived from the IT Infrastructure Library (ITIL) framework. Our methodology enables us to support each customer engagement "The CDW Way." A dedicated CDW Project Manager will provide a single point of contact and escalation point to ensure the success of the entire project.

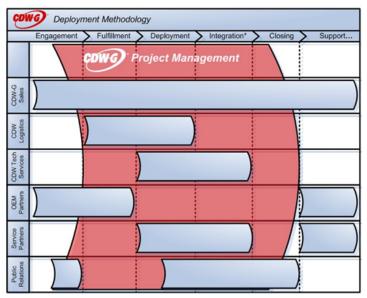


Figure 1: CDW structured deployment methodology

Value-Added Resources

CDW offers an account management structure that focuses on providing value-added presales consulting and comprehensive support throughout the lifecycle management of your assets. When you work with CDW, you have access to expertise that is not available within your organization. Your CDW Account Management Team coordinates with the applicable value-added resources to help your organization develop the best solution for your specific needs, challenges, and long-term goals.

Whether you need software, network communications, notebooks/mobile devices, data storage, video monitors, desktops and printers—or you require more advanced virtualization, collaboration, security, mobility, data center optimization and cloud computing solutions—CDW gets IT. Our team of technology experts and dedicated account managers will tailor a piece of equipment or an entire network to deliver the most effective and sustainable results. We will work closely with your organization and respond with solutions that provide robust functionality, efficiencies, and cost savings.

Account Management Team

Your dedicated account management team is responsible for managing your procurement needs and overseeing all facets of your account. Key personnel include:

- Kenny Stoller, Executive Account Manager
 - o <u>kennsto@cdwg.com</u>
 - o (877) 246-8092
- Jason Schwartz, Sales Manager
 - o jasons@cdw.com
 - o (877) 325-0934
- Tony Sivore, Sales Director
 - o tonysiv@cdwg.com
 - o (877) 325-6539

Presales Consulting Expertise

A unique advantage of CDW's business model is that the City of San Mateo has access to an incomparable depth and breadth of value-added technical expertise. Your CDW Account Team includes highly trained presales specialists who are experts in particular areas of technology or for specific partner products. Your account manager engages these valueadded resources to bring the City of San Mateo the best advice and technology solutions to meet your unique needs. Your account team coordinates meetings with the City of San Mateo and vendors to review future needs, standards, and roadmaps. In addition, your account team has access to dedicated manufacturer representatives who are onsite at CDW's sales offices to provide guidance and support.

Technology Specialists

Our teams of technology specialists are highly trained and experienced in particular products and technologies including:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling

- Servers and Storage
- Software Licensing and Management
- Unified Communications/Collaboration
- Voice and Data

Security

Presales Systems Engineers

CDW has a large team of more than 100 presales systems engineers who hold vendorfunded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. They are extremely knowledgeable about the latest technologies and have important insight regarding the pros and cons of different solutions.

Onsite Vendor Representatives

CDW has manufacturer and software publisher representatives who are onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information, and to provide training on an ongoing basis. CDW's strong relationships facilitate presales consultation and timely notification regarding product changes and products going "end of life."

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. They can be reached via telephone, e-mail, and on-line chat to ensure responsive service and quick problem resolution.

Procurement Management Portal

City of San Mateo has a customizable CDW Account Center that facilitates the ordering, tracking, and management of IT purchases. Authorized users and administrators access real-time information from one site, 24x7. Flexible reporting capabilities improve data management and the ability to make cost-effective decisions. This valuable tool, provided at no additional cost, is one more reason to partner with CDW.

Ordering and Tracking

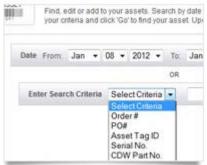
Your CDW Account Center makes the buying process simple and efficient, enabling authorized users to:

- Reduce time spent researching and purchasing
- Easily collaborate with the account team
- Create quotes quickly right from their shopping cart
- Create bundles for easy reordering
- Choose standard or express
- Access up-to-date order and delivery status
- Reprint a copy of any invoice or packing slip
- Initiate returns and request RMA numbers

Asset Management and Reporting

Your CDW Account Center is a productivity-enhancing tool that promotes asset management and helps gather the depth and breadth of information your organization needs. Administrators will be able to:

- Promote product standardization
- Create customized catalogs
- Assign rights to specific groups of users
- Automate purchase approvals
- Maintain consistent pricing
- Track hardware and software assets for efficient inventory management



\$ Status	Actions
Not yet shipped	Track Order
All items shipped	Track Order View Invoice
All items shipped	Track Order View Invoice
All items shipped	Track Order View Invoice

- Retrieve purchase and payment history for the past three years
- Access information across an enterprise organization without having to log onto multiple web portals

Users are able to view standard reports and create and save custom reports. Reports can be generated for a variety of timeframes and differentiated by site, division, department, buyer, city, state, product, etc. Reports can be downloaded into Microsoft Excel, CSV, and tab-delimited files. In addition, your account manager is able to set up custom fields on your CDW Account Center to meet your specific reporting needs.

elect a time period: Last quarter			
elect the data fields to include: Drag Available Data Fields	and drop or use arro	w selectors to select fields and adjus	st order.
Field Name		Field Name	
Invoice # CDW # MFG # Category Subcategory Subcategory Subcata Ship Cost Sales Tax Current Advertised Price Shipping Address 1 Shipping Address 2 Shipping City Shipping State/Province Shipping Postal Code Software Key MFG Name) >> < <	Customer # Order # Order Date Purchased By PD # Cost Center Part Description Qty Price Ext Price Serial # Asset Tag Grand Total	

Customizable reporting

Integration with eProcurement Systems

CDW works with many leading eProcurement systems such as Ariba, SAP, and Oracle to integrate procurement punch-out/roundtrip solutions that make it easier and more cost-effective for your organization. We have an eProcurement team specifically dedicated to integration.



CDW's Partnerships

We maintain strong relationships with more than 1,100 vendor partners in order to provide the best products, services, and support to our customers.

- Many of our top manufacturers and software publishers' representatives are onsite at CDW's sales offices to facilitate requests for information and assist with designing the best possible solutions.
- Your account team works with these resources to review product roadmaps, evaluate new models, and develop strategies for a smooth transition to new systems.
- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages and overstocks, as well as other disruptions related to supply and demand variability.
- We often secure additional inventory to offset any known supply issues.
- CDW works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments.
- CDW has received awards and recognition from our partners for developing and delivering exceptional solutions.

Some of our strongest manufacturer and software publisher partnerships and designation levels are provided below.

PARTNER	DESIGNATION		
Acer	Top Channel Partner in the U.S.		
Adobe	Platinum Partner		
Cisco	Gold Certified Partner		
EMC	Signature Level Solutions Provider		
HP Inc.	Platinum Business Partner		
IBM	Premier Business Partner		
Lenovo	Largest Channel Partner		
Microsoft	Gold Certified Partner		
NetApp	Star Partner		
Symantec	Platinum Partner		

Tripp Lite	#1 U.S. Partner
VMware	VAC Partner

Cisco Gold Certified Partner

There is no other Cisco Gold Partner in the world that offers CDW's combination of expertise and experience. **We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner,** having attained the broadest range of expertise across multiple technologies. CDW was the first worldwide partner to achieve Master status for Cloud Builder, Unified Communications, and Security.



CDW has the highly qualified resources to stay current with Cisco technologies and continue to meet the standards for all of our specializations. CDW has almost 1,900 Cisco certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include:

- 95 CCIE/CCDE (includes 1 Quintuple, 6 Triple, 16 Double)
- 347 Cisco Certified Professionals (CCNP/CCDP/CCSP/CCVP/CCIP)
- 629 Cisco Certified Associates (CCNA/CCDA)
- 717 Cisco Certified Sales Experts

Environmental Responsibility

CDW recognizes the need for responsible environmental management and conservation of resources and has demonstrated our commitment to environmental management and principles of sustainable development through our beGREEN program.

beGREEN Program

CDW implemented a formal beGREEN program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse, and



recycle. CDW has recycling programs for paper, aluminum, glass, plastic, corrugate, batteries, and wooden pallets. CDW is committed to reducing energy demands, managing energy consumption, and reducing environmental impact. CDW continually works to develop our efficiencies and comply with ISO 14001 standards.

ISO 14001:2004 Certification

CDW has achieved certification to the ISO 14001:2004 Environmental Management System (EMS) standard. The certification has been awarded to CDW's Vernon Hills, IL and Las Vegas, NV distribution centers and attached offices. CDW's distribution centers use 100% recyclable packing material and shipping containers that also provide



maximum protection for your IT assets. As part of our EMS, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them.



QUOTE CONFIRMATION



DEAR STEVE ENGLE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. <u>Click here</u> to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KFGV977	10/26/2018	KFGV977	5244239	\$141,630.88

IMPORTANT - PLEASE READ

Special Instructions: TAX:MULTIPLE TAX JURISDICTIONS APPLY TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco VG202XM Analog Voice Gateway - VoIP phone adapter Mfg. Part#: VG202XM UNSPSC: 43201552 TAX: SAN MATEO, CA 9.0000% \$122.35 Contract: National IPA Technology Solutions (2018011-01)	3	3036055	\$453.15	\$1,359.45
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNT-VG202XM UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: SAN MATEO, CA .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	3	3071597	\$51.20	\$153.60
Cisco IOS Advanced IP Services - (v. 15.7(3)M) - license Mfg. Part#: SVG2XAISK9-15703M UNSPSC: 43233002 Electronic distribution - NO MEDIA TAX: SAN MATEO, CA .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	3	4752748	\$85.50	\$256.50
Cisco VG204XM Analog Voice Gateway - VoIP phone adapter Mfg. Part#: VG204XM UNSPSC: 43201552 TAX: SAN MATEO, CA 9.0000% \$664.34 Contract: National IPA Technology Solutions (2018011-01)	10	3036056	\$738.15	\$7,381.50
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNT-VG204XM UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: SAN MATEO, CA .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)	10	3092865	\$83.20	\$832.00
Cisco VG310 Voice Gateway - VoIP phone adapter Mfg. Part#: VG310 UNSPSC: 43201552 \$2,437.78 \$2,437.78 TAX: SAN MATEO, CA 9.0000% \$2,437.78	8	3506007	\$3,385.80	\$27,086.40

QUOTE DETAILS (CONT.)				
Contract: National IPA Technology Solutions (2018011-01)				
Cisco SMARTnet extended service agreement	8	3506005	\$359.20	\$2,873.60
Mfg. Part#: CON-SNT-VG310ICV UNSPSC: 81111812				
Electronic distribution - NO MEDIA TAX: SAN MATEO, CA .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				
Cisco IOS Advanced IP Services - (v. 15.7(3)M) - license	10	4752748	\$85.50	\$855.00
Mfg. Part#: SVG2XAISK9-15703M UNSPSC: 43233002				
Electronic distribution - NO MEDIA				
TAX: SAN MATEO, CA .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
Cisco Unified Communications Manager Essential (v. 10.x) - license - 1 user	215	3289199	\$22.80	\$4,902.00
Mfg. Part#: LIC-CUCM-10X-ESS-A				
UNSPSC: 43232805				
Electronic distribution - NO MEDIA TAX: SAN MATEO, CA .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				
Cisco SMARTnet Software Support Service - technical support - for LIC-CUCM-	215	3910251	\$4.80	\$1,032.00
Mfg. Part#: CON-ECMU-LIC0ESSA				
UNSPSC: 81112201 Electronic distribution - NO MEDIA				
TAX: SAN MATEO, CA .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				
Cisco ONE ISR 4451-X - router - desktop, rack-mountable	2	3597183	\$10,260.00	\$20,520.00
Mfg. Part#: C1-CISCO4451/K9 UNSPSC: 43222609				
\$1,846.80				
TAX: SAN MATEO, CA 9.0000% \$1,846.80 Contract: National IPA Technology Solutions (2018011-01)				
Cisco SMARTnet extended service agreement	2	3697252	\$2,304.00	\$4,608.00
Mfg. Part#: CON-SNTP-C14451K9	-	0007.202	φ_/001100	<i><i><i>q</i></i> 1/000100</i>
UNSPSC: 81111812				
Electronic distribution - NO MEDIA TAX: SAN MATEO, CA .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				
Cisco Fourth-Generation 256-Channel High-Density Packet Voice Digital Signa	2	3351881	\$3,990.00	\$7,980.00
Mfg. Part#: PVDM4-64U256				
UNSPSC: 43211605				
TAX: SAN MATEO, CA 9.0000% \$718.20 Contract: National IPA Technology Solutions (2018011-01)				
	2	2005161		¢010.00
Cisco - power supply Mfg. Part#: PWR-4450-AC/2	2	3085161	\$456.00	\$912.00
UNSPSC: 39121004				
TAX: SAN MATEO, CA 9.0000% \$82.08				
Contract: National IPA Technology Solutions (2018011-01)				
Cisco ONE Advanced Unified Communication - license - 1 router	2	3604958	\$2,280.00	\$4,560.00
Mfg. Part#: C1AUPISR4400SK9				
UNSPSC: 43232915 Electronic distribution - NO MEDIA				
TAX: SAN MATEO, CA .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				

QUOTE DETAILS (CONT.)				
CIS DIR 1 YR SNT	2	3697376	\$384.00	\$768.00
Mfg. Part#: CON-ECMU-C1A4400S				
UNSPSC: 86101601				
Electronic distribution - NO MEDIA TAX: SAN MATEO, CA .0000% \$.00				
Contract: National IPA Technology Solutions (2018011-01)				
Cisco Fourth-Generation Multi-flex Trunk Voice/Clear-channel	2	3198264	\$2,508.00	\$5,016.00
Data T1/E1 Mod Mfg. Part#: NIM-4MFT-T1/E1				
UNSPSC: 43201404				
TAX: SAN MATEO, CA 9.0000% \$451.44				
Contract: National IPA Technology Solutions (2018011-01)				
Cisco Fourth-Generation 128-Channel High-Density Packet	2	3198271	\$3,876.00	\$7,752.00
Voice Digital Signa				
Mfg. Part#: PVDM4-128 UNSPSC: 43211605				
TAX: SAN MATEO, CA 9.0000% \$697.68				
Contract: National IPA Technology Solutions (2018011-01)				
<i></i>				
<u> Cisco Network Interface Module - expansion module</u>	2	4771321	\$798.00	\$1,596.00
Mfg. Part#: NIM-2FXS/4FXOP				
UNSPSC: 43201404				
TAX: SAN MATEO, CA 9.0000% \$143.64 Contract: National IPA Technology Solutions (2018011-01)				
contract. National IFA recimology Solutions (2010011-01)				
Cisco Network Interface Module - expansion module	2	4771321	\$798.00	\$1,596.00
Mfg. Part#: NIM-2FXS/4FXOP				
UNSPSC: 43201404				
TAX: SAN MATEO, CA 9.0000% \$143.64 Contract: National IPA Technology Solutions (2018011-01)				
Cisco Business Edition 6000H (Export Restricted) M5 -	2	5072494	\$14,300.00	\$28,600.00
rack-mountable - Xeon				
Mfg. Part#: BE6H-M5-K9 UNSPSC: 43211501				
TAX: SAN MATEO, CA 9.0000% \$2,574.00				
Contract: National IPA Technology Solutions (2018011-01)				
Cisco SMARTnet extended service agreement	2	5091171	\$554.44	\$1,108.88
Mfg. Part#: CON-SNTP-BE6HM5K9	2	5051171	4 554.44	\$1,100.00
UNSPSC: 81111812				
Electronic distribution - NO MEDIA				
TAX: SAN MATEO, CA .0000% \$.00 Contract: National IPA Technology Solutions (2018011-01)				
PURCHASER BILLING INFO			SUBTOTAL	\$131,748.93
Billing Address: STEVE ENGLE			SHIPPING	\$0.00
CITY OF SAN MATEO 330 W 20TH AVE			SALES TAX	\$9,881.95
SAN MATEO, CA 94403-1338 Phone: (650) 522-7062			GRAND TOTAL	\$141,630.88
Profile: (050) 522-7002 Payment Terms: Request Terms				
DELIVER TO		Please remit	payments to:	
Shipping Address:		CDW Governn	nent	
SAN MATEO CITY HALL STEVE ENGLE		75 Remittance Suite 1515		
330 W 20TH AVE		Chicago, IL 60)675-1515	
SAN MATEO, CA 94403-1388				

Shipping Address: SAN MATEO CITY HALL STEVE ENGLE 330 W 20TH AVE SAN MATEO, CA 94403-1388 Phone: (650) 522-7062 Shipping Method: DROP SHIP-GROUND

Need Assistance? CDW•G SALES CONTACT INFORMATION						
Kenny Stoller (877) 246-8092 kennsto@cdwg.com						

For more information, contact a CDW account manager

 \circledast 2018 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239





STATEMENT OF WORK

Project Name:	The City of San Mateo UC Upgrade	Seller Representative:
Customer Name:	City of San Mateo (CA)	James Seiler
CDW Affiliate:	CDW Government, LLC.	9162335606
		jamesei@cdwg.com
Date Requested:	October 30, 2018	Solution Architect:
Seller Services	Devinder Singh	Piyush Bhagat
Manager:		
Version:	2	

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

PROJECT DESCRIPTION

PROJECT SCOPE

Seller will assist Customer in the planning, configuration, implementation, and validation of the upgrades for the existing Cisco Unified Communications solution.

Prior to the upgrades, Seller's voice engineers will review the current system configurations and provide any recommendations addressing issues or needs. Remediation work is not included in this project unless specifically noted.

The following are a part of this project:

- 1. Cisco Unified Computing System (UCS) servers, which will provide the hardware (compute) resources for the Unified Communications applications
- 2. Certificates for the Unified Communications application servers, which will provide secure authentication and encrypt sensitive information.
- 3. Cisco Unified Communications Manager (CUCM), which provides the call processing for the endpoints.
- 4. Cisco Unity Connection (CUCxn), which provides the voice messaging functionality.
- 5. Cisco Unity Connection Single Inbox, which will provide the unified messaging functionality.

Page 1 Proprietary and Confidential

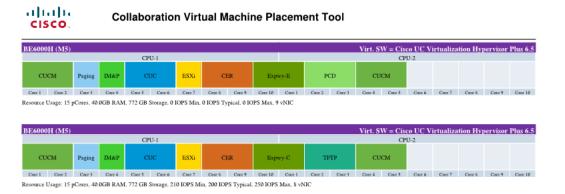
CDW,

LLC.

- 6. Cisco Unified Communications Manager IM & Presence (IM&P) Service, which provides in stant messaging and presence functionality.
- 7. Cisco Emergency Responder (CER), which provides Enhanced 911 (E911) functionality for emergency services.
- 8. Singlewire InformaCast Paging, which provides the paging solution for the Cisco IP phones.
- 9. Singlewire InformaCast Advanced Paging Application Resiliency, which will provide the fails afe/redundant paging solution for the Cisco IP phones.
- 10. Cisco voice gateways, which will provide the interfaces for PSTN and analog device connectivity as well as remote site survivability.
- 11. Cisco IP phone firmware upgrades, which will ensure compatibility with latest application versioning.
- 12. Cisco voice gateway IOS updates, which will ensure compatibility with latest application versioning.
- 13. Public Switched Telephone Network (PSTN) trunking, which will provide the connectivity for inbound and outbound calls.
- 14. Cisco Smart Software Manager, which will provide the licensing management and enforcement for the Cisco Unified Communications applications. Customer's existing licenses (if any) will be migrated to Cisco Smart Software Manager.
- 15. Cisco Smart Software Manager satellite server, which will mediate Cisco Smart Licensing requests from Cisco UC applications
- 16. Cisco Prime Collaboration Deployment (PCD), which will provide assistance and automation with the installation, upgrades, and management of the Unified Communications applications.
- 17. Express way Core and Edge, which will provide Mobile and Remote Access (MRA) capabilities as well as Business-to-Business (B2B) video calling functionality.
- 18. Mobile and Remote Access (MRA).

CISCO UNIFIED COMPUTING SYSTEM FOR CISCO UNIFIED COMMUNICATIONS

Upgrades to the existing Unified Communications environment will utilize Two (2) new Cisco BE6KH Unified Computing System (UCS) rack-mount servers. With Cisco UCS, Cisco Unified Communications applications run in a virtualized environment. Each UCS server will be configured as follows:



File Name: City Of San Mateo UCS

Proprietary and Confidential

CDW,

CERTIFICATES

Cisco Unified Communications applications utilize certificates to authenticate users securely and encrypt sensitive information.

As part of the certificate work, Seller will:

- 1. Determine certificate needs based on the applications and features being deployed.
- 2. Generate certificate-signing requests from the Unified Communications servers.
- 3. Assist Customer with certificate creation.
- 4. Install is sued certificates on the Unified Communications servers.

CUSTOMER RESPONSIBILITIES

- 1. Providing root certificate chains for trusted certificate authorities for installation on Unified Communications servers.
- 2. Deploying root certificate chains to all Jabber desktop and mobile devices.
- 3. Is suing certificates for the Unified Communications servers based on provided signing requests.
- 4. Ensuring certificate revocation lists are accessible over HTTP from the internal network.

ASSUMPTIONS

- 1. An internal trusted certificate authority is available to issue certificates to Unified Communications servers.
- 2. An external certificate authority is contracted by Customer to issue certificates for Express way Edge.

CISCO UNIFIED COMMUNICATIONS MANAGER UPGRADES

Seller will upgrade Cisco Unified Communications Manager (CUCM) from version 9.1.2 on Four (4) existing UCS C220 M3 servers to the anticipated version of 12.0 on Two (2) new Cisco BE6KH servers (2 total nodes).

The following tasks are part of this process:

- 1. Develop migration plan. The specific upgrade process and procedure will be determined during the design and planning phases.
- 2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
- 3. Complete/confirmsystembackup prior to starting the upgrade.
- 4. Verify the current VM OVAs meet the requirements for the new CUCM version and if not, modify as needed.
- 5. Upgrade Unified Communications Manager.
- 6. Install Customer-provided CA Certificates in CUCM as required.
- 7. Complete post-upgrade test plan.

Page 3 Proprietary and Confidential

CDW,

LLC.

CUSTOMER RESPONSIBILITIES

1. Ensuring all workstations, smartphones, and tablets on which new or upgraded UC Client applications are to be installed, meet the requirements set by Cisco for the applicable client.

OUT OF SCOPE

- 1. Registration of non-supported IP phones.
 - The following phone models are deprecated and are not supported by Cisco Unified Communications Manager Release 12.0(x) and above. If the Customer is using any of these phone models and is upgraded to release 12.0(x) or above, they will no longer work on the upgraded cluster after the upgrade is complete. After the switch over to the new release, registration of these phone models will be blocked - see link:

https://www.cisco.com/c/en/us/td/docs/voice_ip_comm/cucm/rel_notes/12_0_1/deprecated_phone s/cucm_b_deprecated-phone-models-for-1201.html?emailclick=CNSemail for additional information.

- Cisco IP Phone 12 S
- Cisco IP Phone 12 SP
- Cisco IP Phone 12 SP+
- Cisco IP Phone 30 SP+
- Cisco IP Phone 30 VIP
- Cisco Unified IP Phone 7902G
- Cisco Unified IP Phone 7905G
- Cisco Unified IP Phone 7910
- Cisco Unified IP Phone 7910G
- Cisco Unified IP Phone 7910+SW
- Cisco Unified IP Phone 7910G+SW
- Cisco Unified IP Phone 7912G
- Cisco Unified Wireless IP Phone 7920
- Cisco Unified IP Conference Station 7935
- Cisco Unified Wireless IP Phone 7921
- Cisco Unified IP Phone 7970
- Cisco Unified IP Phone 7971

CISCO UNITY CONNECTION UPGRADES

Seller will upgrade Cisco Unity Connection (CUCxn) from version 9.1.2 on Two (2) existing UCS C220 M3 servers to the anticipated version of 12.0 on Two (2) new Cisco BE6KH servers (2 total nodes).

The following tasks are part of this process:

- 1. Develop migration plan. The specific upgrade process and procedure will be determined during the design and planning phases.
- 2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
- 3. Complete/confirmsystembackup prior to starting the upgrade.
- 4. Verify the current VM OVA meets the requirements for the new CUCxn version and if not, modify as needed.
- 5. Upgrade Unity Connection.
- 6. Migrate existing messages.

Page 4 Proprietary and Confidential

CDW,

LLC.

7. Complete post-upgrade test plan.

OUT OF SCOPE

1. Third Party Applications

CISCO UNITY CONNECTION SINGLE INBOX

Seller will configure Cisco Unity Connection Single Inbox for Microsoft Office 365 as a part of the Unity Connection implementation. Seller will also deploy up to Five (5) ViewMail for Outlook clients, showing Customer how to deploy the remaining.

CUSTOMER RESPONSIBILITIES

- 1. Providing a supported and stable Microsoft Exchange environment that meets Seller standards and is fully functional, including AutoDiscover.
- 2. Creating an Active Directory sync user with the following attributes:
 - Member of Domain Users Active Directory group
 - Exchange Account Impersonation Role
 - Does not include Exchange mailbox
 - o Unlimited Exchange Web services connection limits for the account
- 3. Providing computers and Microsoft Outlook versioning that meet the requirements for ViewMail for Outlook.
- 4. Deploying the ViewMail application beyond the specified number included in this Statement of Work.
- 5. Providing certificates if necessary.
- 6. Providing sufficient bandwidth and latency between Microsoft Office 365 and Unity Connection.

ASSUMPTIONS

- 1. If the included ViewMail for Outlook plug-in is not deployed, Customer understands and acknowledges the following:
 - The e-mail client treats Unity Connection voice messages like e-mails with .wav file attachments.
 - When a user replies to or forwards a Unity Connection voice message, thereply or forward is treated like an e-mail, even if the user attaches a .wav file. Message routing is handled by Exchange, not by Unity Connection, so the message is never sent to the Unity Connection mailbox for the recipient.
 - Users cannot listen to secure voice messages.
 - It may be possible to forward private voice messages (when users use ViewMail for Outlook, ViewMail for Outlook prevents private messages from being forwarded).

CISCO UNIFIED COMMUNICATIONS MANAGER IM & PRESENCE SERVICE UPGRADES

Seller will upgrade Cisco Unified Communications Manager IM & Presence Service (IM&P) from version 9.1.2 on Two (2) existing UCS C220 M3 servers to the anticipated version of 12.0 on Two (2) new Cisco BE6KH servers (2 total nodes).

The following tasks are part of this process:

- 1. Develop migration plan. The specific upgrade process and procedure will be determined during the design and planning phases.
- 2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
- Complete/confirmsystembackup prior to starting the upgrade.
 Verify the current VM OVA meets the requirements for the new IM&P version and if not, modify as needed.
- 5. Upgrade Unified Communications Manager IM & Presence Service.
- 6. Reconfigure Cisco Jabber client device type, utilizing Client Services Framework, within Communications Manager as needed.
- 7. Install Customer-provided CA Certificates in IM&P as required.
- 8. Upgrade Five (5) Cisco Jabber for Windows/Mac clients. Seller will instruct and provide Customer guidance on the upgrade of the remaining clients as needed.
- 9. Complete post-upgrade test plan.

CUSTOMER RESPONSIBILITIES

- 1. Ensuring that all users log off/log on in order to complete the upgrade process.
- 2. Ensuring all workstations, smartphones, and tablets on which new or upgraded UC Client applications are to be installed, meet the requirements set by Cisco for the applicable client.

ASSUMPTIONS

1. Active Directory/LDAP is stable and operational.

CISCO EMERGENCY RESPONDER UPGRADES

Seller will upgrade Cisco Emergency Responder (CER) from version 9.1.2 on Two (2) existing UCS C220 M3 servers to the anticipated version of 12.0 on Two (2) new Cisco BE6KH servers (2 total nodes).

The following tasks are part of this process:

- 1. Develop migration plan. The specific upgrade process and procedure will be determined during the design and planning phases.
- 2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
- 3. Complete/confirmsystembackup prior to starting the upgrade.
- 4. Verify the current VM OVA meets the requirements for the new CER version and if not, modify as needed.
- 5. Upgrade Emergency Responder.
- 6. Complete post-upgrade test plan.

CUSTOMER RESPONSIBILITIES

Drafted by:

- 1. Establishing and maintaining relationship with their PS-ALI service bureau provider for E911.
- 2. Ensuring that 911 functionality continues to be operational after cutover.

SINGLEWIRE INFORMACAST PAGING UPGRADES

Proprietary and Confidential	CDW,	LLC.
Version: 1 Contract Number: 38883		

Seller will upgrade Singlewire InformaCast Advanced from version 9.0 on One (1) existing UCS C220 server to the anticipated version of 12.0 on One (1) new Cisco BE6KH server.

The following tasks are part of this process:

- 1. Develop migration plan. The specific upgrade process and procedure will be determined during the design and planning phases.
- 2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
- 3. Complete/confirmsystembackup prior to starting the upgrade.
- 4. Obtain new InformaCast software package(s) as required for the upgrade.
- 5. Verify the current VM OVA meets the requirements for the new InformaCast version and if not, modify as needed.
- 6. Install new software package(s) / upgrade InformaCast.
- 7. Install new InformaCast license.
- 8. Complete post-upgrade test plan.

CUSTOMER RESPONSIBILITIES

1. Obtaining all necessary licensing from Singlewire.

SINGLEWIRE INFORMACAST ADVANCED PAGING APPLICATION RESILIENCY

As part of the Singlewire InformaCast Advanced Paging Application Resiliency implementation, Seller will:

- 1. Determine Customer's resiliency requirements.
- 2. Configure InformaCast Resiliency to provide a fails afe back-up (Subscriber) server in the event the main (Publisher) server is unavailable.
 - Only one (1) InformaCast Publisher server and one (1) InformaCast Subscriber server are supported in a resiliency environment.
- 3. Complete post-implementation test plan.

CUSTOMER RESPONSIBILITIES

1. Obtaining all necessary licensing from Singlewire.

ASSUMPTIONS

- 1. Licensing is acquired for advanced paging.
- 2. Licensing is acquired for InformaCastResiliency.
- 3. Multicastis enabled on the network.
- 4. Only one (1) LDAP server is utilized as only one (1) is supported with InformaCast in a resiliency environment.
- 5. InformaCast Paging gateway is at version 1.3.1 or newer.

OUT OF SCOPE

- 1. Basic InformaCast implementation and/or configuration work.
- 2. Mounting of IP speakers.

Page 7

Proprietary and Confidential

LLC.

- 3. Integration with school messenger, Jabber, mobile, digital signage, SMS, control systems, panic buttons, etc.
- 4. CAP alerting.
- 5. Bell scheduler.
- 6. Conference call integration.
- 7. Support of Cisco IP phone models 7905, 7912, or 3905 in an InformaCast resiliency environment.

CISCO VOICE GATEWAYS

As part of the voice gateway implementation, Seller will:

- 1. Determine Customer's dial plan and gateway requirements.
- 2. Configure Two (2) Cisco 4451 voice gateways with/per the following:
 - QoS based upon the latest Seller best practices to set priority on all voice control and bearer traffic.
 - Physical network interfaces based on the design phase of the project.
 - SRST to support the endpoints at the remote locations.
 - DSP resources for conferencing and transcoding.
 - High availability based on the design phase of the project.
 - $\circ \quad \text{Network} \, \text{addressing} \, \text{based} \, \text{on the design phase} \, \text{of the project}.$
 - Secure access to the gateways based on the design phase of the project.
 - \circ Unicast and multicast routing based on the design phase of the project.
 - 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.
- 3. Configure Eight (8) Cisco VG310 voice gateways with/per the following:
 - IP addresses and related information based on the design phase of the project.
 - Ports with the required settings.
 - Communications Manager with the required information for ports with devices connected.
 - Each VG310 will support the following:
 - Analogue Devices
- 4. Configure Three (3) Cisco VG202XM and Ten (10) VG204XM voice gateways with/per the following:
 - IP addresses and related information based on the design phase of the project.
 - Ports with the required settings.
 - Communications Manager with the required information for ports with devices connected.
 - Each VG202XM / VG204XM will support the following:
 - Analogue Devices

CUSTOMER RESPONSIBILITIES

- 1. Providing all cabling, adapters, 66/110 blocks, patch panels, etc.
- 2. Terminating all analog connections to all 66/110 blocks and/or patch panels.

ASSUMPTIONS

- 1. The ATAs will only be used for fax machines and analog telephones. Modems and overhead paging are not supported on these devices.
- 2. Survivable Remote Site Telephony (SRST) services will provide basic phone services for emergency service only. Voicemail and Auto Attendant services will not be preserved during SRST fallback operation.
- 3. All voice gateway connections terminate in the same closet that the voice gateway equipment will reside.

Page 8 Proprietary and Confidential

OUT OF SCOPE

- 1. Analog punch down.
- 2. Multicastwork.

CISCO IP PHONE FIRMWARE UPGRADES

As part of the Cisco IP phone firmware upgrades, Seller will perform the following:

- 1. Review existing versioning.
- 2. Determine upgrades required for compatibility and support of planned Cisco Unified Communications Manager versioning.
- 3. Develop upgrade plan.
- 4. Upgrade Cisco IP phone firmware as necessary.
- 5. Complete post-upgrade test plan.

CUSTOMER RESPONSIBILITIES

1. Testing all upgraded endpoints.

OUT OF SCOPE

1. Third-Party device firmware/software updates or upgrades.

CISCO VOICE GATEWAY IOS UPDATES

As part of the Cisco voice gateways IOS updates, Seller will perform the following:

- 1. Review existing versioning.
- 2. Determine updates required for compatibility and support of planned Cisco Unified Communications Manager versioning.
- 3. Confirm sufficient flash and DRAM are available for new versioning and SRST if applicable
- 4. Develop update/upgrade plan.
- 5. Update the voice gateway IOS versions and upgrade flash/DRAM on gateways
- 6. Complete post-upgrade test plan.

PUBLIC SWITCHED TELEPHONE NETWORK TRUNKING

As part of the PSTN implementation, Seller will:

- 1. Determine Customer's PSTN requirements.
- 2. Configure Two (2) Cisco 4451 voice gateways with the following:
 - HQ Four (4) T1/PRI port for voice PSTN access.
 - \circ HQ One (1) SIP trunk with up to (25) sessions for voice PSTN access.
 - HQ Four (4) analog POTS lines for voice PSTN access.
- 3. Configure Unified Communications Manager to support the PSTN configuration based on the design phase of the project.

Page 9 Proprietary and Confidential

LLC.

- 4. Test the PSTN connectivity to ensure proper operation.
- 5. Support One (1) cutovers for porting blocks of PSTN numbers from the traditional PRI to the new SIP trunking based on the design and planning phase of the project.

CUSTOMER RESPONSIBILITIES

- 1. Ordering services from the selected service provider(s).
- 2. Racking and physically connect the Ciscovoice gateways to the LAN.
- 3. Configuring, testing, and implementation of LAN/WAN in terms of routing and QoS configuration to support proposed PSTN connectivity.
- 4. Providing network DNIS.

ASSUMPTIONS

- 1. The hand off will be Ethernet from the SIP provider to the Cisco voice gateways.
- 2. Outbound call redundancy will be controlled by Unified Communications Manager.
- 3. Inbound call redundancy will be controlled via selected PSTN services provider.
- 4. Customer has provisioned enough bandwidth to support the proposed design.

OUT OF SCOPE

1. Carrier management.

CISCO SMART LICENSING

Traditionally, Cisco UC Applications utilized Prime License Manager for license allocation and reconciliation. With Cisco Collaboration Systems Release 12.0, Cisco Smart Software Manager now handles licensing fulfillment, supports allocation and reconciliation of licenses, and provides enterprise-level reporting of usage and entitlement for the Cisco Unified Communications applications. Cisco Smart Software Manager is a cloud-based service, and Cisco UC applications communicate with Smart Software Manager via standard web services, protected by HTTPS. Therefore, Cisco UC applications must have Internet access and the ability to reach Cisco Smart Software Manager, which may require adjustments to Customer's firewall and/or web proxy configuration to accommodate.

As part of the Cisco Smart Software Manager implementation, Seller will:

- 1. Advise Customer on firewall and proxy requirements for UC applications to communicate with Cisco Smart Software Manager over the Internet.
- 2. Review Customer's Smart Software Manager account and license placement in Smart Software Manager Virtual Accounts.
- 3. Assist Customer in migrating applicable existing Cisco licensing hosted on Prime License Manager (PLM) or Enterprise License Manager (ELM) to Smart Software Manager, for applicable applications.
- 4. Configure the following applications to communicate with Cisco Smart Software Manager:
 - Cisco Unified Communications Manager
 - Cisco Unity Connection
 - o Cisco Emergency Responder

CUSTOMER RESPONSIBILITIES

Page 10 Proprietary and Confidential

CDW,

- 1. If necessary, performing firewall and/or web proxy or other configuration work necessary to allow Cisco UC applications to communicate over the Internet with Cisco Smart Software Manager based on Seller guidance.
- 2. Providing Seller's engineer(s) access to any Prime License Manager (PLM) or Enterprise License Manager (ELM) to retrieve existing licensing information.
- 3. Creating a Cisco Smart Software Manager domain account, or if one already exists, identify one or more Cisco Smart Software Manager Administrators for the Customer's domain account.
- 4. Confirming that licenses appear in Customer's Cisco Smart Software Manager account, and in which virtual account they are allocated.
- 5. Providing Seller's engineer(s) access to the Smart Software Manager account or virtual account to be used for Cisco UC applications. Seller's engineer(s) will request access using their Cisco.comaccount(s).

ASSUMPTIONS

- 1. Customer will allow Cisco UC applications direct access to the Internet to communicate to Cisco Smart Software Manager.
- 2. Customer's Prime License Manager(s) and/or Enterprise License Manager(s) are not already claimed or associated to any Cisco Smart Software Manager account, other than Customer's account.

OUT OF SCOPE

1. Configuration of Customer's firewall and/or web proxy.

CISCO SMART SOFTWARE MANAGER SATELLITE SERVER

Seller will implement Cisco Smart Sofware Manager (SSM) "satellite" server at Customer's HQ location as part of this project. CSSM satellite is meant security sensitive customers who do not wish to allow Cisco UC apps to communicate with SSM directly over the Internet. The SSM satellite is installed on the customer premises, and provides a subset of Cisco SSM functionality. Cisco UC apps send licensing requests to the Smart Software Manager satellite for mediation. The SSM satellite either communicates with SSM directly over the Internet (thus serving to "concentrate" the requests), or may operate in an off-line "air gap" mode requiring periodic manual synchronization via the retrieval of license files from SSM and manual uploading to the SSM satellite.

As part of the Cisco Smart Software Manager satellite server deployment, Seller will:

- 1. Install One (1) SSM satellite software to a customer-provided Virtual Machine meeting vendor specifications
- 2. Advise Customer on firewall and proxy requirements for SSM satellite to communicate with SSM over the Internet.
- 3. Configure SSM satellite to communicate with SSM directly over the Internet, unless SSM satellite will be used an "air gap" deployment
- 4. Register Cisco UC applications to SSM satellite

CUSTOMER RESPONSIBILITIES

Page 11 Proprietary and Confidential

LLC.

- 1. Provide VM ware environment per manufacturer specification for Cisco Smart Software Manager satellite virtual machine(s). The Cisco Smart Software Manager satellite VM requires a virtual machine with four (4) vCPU at 2.4GHz+, 8GB RAM and 200 GB storage, on a VM ware host running VM ware ESXi 5.5 or greater. The SSM satellite does not support oversubscription of physical CPU resources or RAM. CDW best practices do not recommend overprovisioning of storage resources via "thin" disk provisioning "thick, lazy zeroed" disk provisioning is preferred to ensure storage is not oversubscribed. The SSM satellite does not support VM ware high availability, VM ware fault tolerance or VM ware distributed resource scheduler.
- 2. Determine IP address for the Smart Software Manager node
- 3. If necessary, perform firewall and/or web proxy or other configuration necessary to allow Cisco Smart Software Manager satellite to communicate over the Internet with Cisco Smart Software Manager based on Seller guidance.
- 4. Create a Cisco Smart Software Manager domain account, or if one already exists, identify one or more Cisco Smart Software Manager Administrators for the Customer's domain account.
- 5. Confirm licenses appear in Customer's Cisco Smart Software Manager account, and in which virtual account they are allocated
- 6. Provide Seller's engineer(s) access to the Smart Software Manager account or virtual account to be used for Cisco Smart Software Manager satellite. Seller's engineer(s) will request access using their Cisco.com account(s).

ASSUMPTIONS

1. Customer will allow Cisco Smart Software Manager satellite direct access to the Internet to communicate to Cisco Smart Software Manager, unless using SSM satellite an "air gap" deployment

OUT OF SCOPE

1. Configuration of Customer's firewall and/or web proxy is considered out of scope.

CISCO PRIME COLLABORATION DEPLOYMENT

Cisco Prime Collaboration Deployment (PCD) helps facilitate tasks related to cluster inventory, ESXi, implementations, migrations, upgrades, version changes, IP address changes, server reboots, and task status notifications.

As part of the Cisco Prime Collaboration Deployment implementation, Seller will:

- 1. Implement VM ware OVA template for PCD as a stand-alone virtual node.
- 2. Implement the PCD application. Anticipated version to be ##.X.
- 3. Configure the following in the PCD application:
 - VMware ESXi hosts
 - o Cisco Unified Communications Manager
 - o Cisco Unity Connection
 - o Cisco Unified IM & Presence
- 4. Configure email alerting for the notification of task status.

CUSTOMER RESPONSIBILITIES

Page 12 Proprietary and Confidential

CDW,

LLC.

- 1. Providing VM ware software and licensing that is compatible and supported with PCD. The following are compatible with PCD:
 - Cisco UC Virtualization Foundation (appears as "Foundation Edition" in vSphere Client)
 - Cisco UC Virtualization Hypervisor Plus 6.0 or higher
 - o VM ware vSphere Standard Edition, Enterprise Edition, or Enterprise Plus Edition
 - Evaluation mode license (for example, for lab deployments and not production use)

ASSUMPTIONS

- 1. Customer does not have the following VM ware editions (The following are not compatible with PCD):
 - Cisco UC Virtualization Hypervisor (appears as "Hypervisor Edition" in vSphere Client)
 - VM ware vSphere Hypervisor Edition

CISCO EXPRESSWAY CORE AND EDGE

Express way Core and Edge will be deployed as a single cluster for Mobile and Remote Access (MRA) functionality and B2B Video Calling.

EXPRESSWAY CORE

Seller will configure and implement one (1) Expressway-C node. This node will act as the traversal client for Expressway-E and is the SIP Proxy and communications gateway for Cisco Unified Communications Manager.

EXPRESSWAY EDGE

Seller will configure and implement one (1) Express way-Enode. This node will provide simplified firewall traversal and will work directly with the Express way-C node. This node will sit outside of Customer's firewall in a DMZ segment and will provide a secure connection between internal collaboration endpoints, externally registered collaboration endpoints, and external entities on the public Internet.

To simplify MRA compatible endpoint login (Jabber client/DX Series), the Customer's external domain should be used as the Presence domain on the IM&P server(s) and for internal and external client login.

CUSTOMER RESPONSIBILITIES

- 1. Procuring and providing a public DNS record dedicated to Unified Communications to allow discovery of edge services and business-to-business video dialing.
 - This record may be a sub-domain of an already existing domain (e.g., "uc.widgetco.com") should the main domain ("widgetco.com") already be used for SIP services, but Seller strongly recommends using the main domain.
- 2. Providing a Unified Communications Certificate (UCC, also called a Subject Alternate Name or SAN certificate) issued by a third-party certificate authority for use on the Express way-E.
 - This certificate may need to sign >5 domains depending on the number of Cisco Unified Presence server clusters in the UC project.
- 3. Providing network diagrams and device configuration files (show tech) for the Unified Communications data path if requested.

Page 13 Proprietary and Confidential

LLC.

- 4. Providing the endpoint locations and the IP addressing and subnet mask plan for the proposed solution.
- 5. Providing required latency for Expressway
 - All nodes in a cluster need to be within 80ms maximum round-trip time to all other cluster nodes.
- 6. Providing application bandwidth requirements and priorities for each endpoint location.
- 7. Providing information about Customer Provided Equipment (CPE), such as device model, features, software and hardware releases, and configuration.
- 8. Providing remote connectivity as required to complete project.
- 9. Providing VM ware environment per manufacturer specifications for virtual machines.

ASSUMPTIONS

- 1. Directory search will use UDS both inside and outside the network.
- 2. Voice/video quality over the Internet will be best effort.
- 3. If AnyConnect VPN is launched simultaneously, it will be preferred over Internet connection using Express way-E.

OUT OF SCOPE

- 1. Seller will provide best practice templates for firewall to accommodate passage of Unified Communications traffic in and out of the Express way -E, but implementation on Customer's firewall is considered out of scope.
- 2. Any device registration (such as MXP, Edge, Movi/Jab berVideo, Telepresence Content Server or non-Cisco H323/SIP endpoints) directly to Express way-C/-E that does not use Cisco Mobile and Remote Access (MRA) Collaboration features, unless otherwise stated in this Scope of Work.
- 3. Any additional co-resident software features such as Hybrid Calendar Connector or Hybrid Call Control, unless otherwise stated in this Scope of Work.
- 4. Separate Express way clusters.

CISCO MOBILE AND REMOTE ACCESS

Mobile and Remote Access (MRA) allows external endpoints and clients to have their registration, call control, provisioning, messaging, and presence services provided by Cisco Unified Communications Manager. The overall solution provides off premise access, secured communications, cloud services, and gateway and interoperability services. The Seller will be configuring MRA as part of this implementation

TRAINING

During the training phase, Seller will provide administrative training for key Customer technical staff ensure users effectively utilize the upgraded system.

KNOWLEDGE TRANSFER AND ADMINISTRATION TRAINING

Seller will provide up to One (4) hours of knowledge transfer and basic Unified Communications administration training for up to Three (3) Customer staff members in a classroom setting. This will include moves, adds, changes, and management where applicable, and will cover the following topics:

1. Cisco Unified Communications Manager

Page 14 Proprietary and Confidential

LLC.

- 2. Cisco Unity Connection
- 3. Cisco Instant Messaging & Presence
- 4. Cisco Emergency Responder
- 5. Cisco Expressway
- 6. Cisco Prime Collaboration Deployment
- 7. Singlewire InformaCast Advanced Paging
- 8. Systembackups

Notes

- 1. The reading of debugs, SDL, SDI trace files, or similar logs, files, and reports for any of the UC applications and components is not included as part of the training.
- 2. The creation and modification of Unified Contact Center Express scripts is not included as part of the training.
- 3. In addition to the Seller-provided training, Seller strongly recommends that administrators attend Cisco-certified instructor-led training.

END-USER TRAINING

Seller will provide a train-the-trainer class to designated staff covering standard user features and functionality. Additional training classes covering specialized features and functionality will be conducted for the appropriate staff. Standard features and functionality are those that are configured for all or the majority of users related to calling, messaging, presence, and voicemail functionality.

As part of the End-User training, Seller will:

- 1. Set up endpoints in a designated classroom/training area.
- 2. Provide alternative printed or electronic training materials for end-users, using standard Seller training materials.
- 3. Provide One (1), 60-hour train-the-trainer class for up to Two (2) Customer staff designated as trainers, covering:
 - Cisco IP phones
 - o Cisco Jabber clients including Jabber for Windows, Mac, iOS, and Android
 - Cisco Unified Communications Self Care Portal for end-users
 - Cisco Unity Connection voicemail

CUSTOMER RESPONSIBILITIES

- 1. Notifying staff of training schedule and location(s), and ensure attendance of staff members to scheduled training sessions.
- 2. Providing room for training classes.
- Providing materials and equipment such as a PC, projector, and white board for use during training sessions.
- 4. Providing the IP telephones.
- 5. Providing the proper switch ports or switch(es) to be temporarily deployed in classroom/training location.
- 6. Providing training sessions for the remainder of your employees as required.

Page 15 Proprietary and Confidential

CDW,

CUTOVER AND FIRST DAY OF SERVICE

- 1. Once the activities as defined in the previous sections are complete, production cutover to the upgraded system will take place. Seller will monitor the production system, and track and resolve incidents for up to Twenty Four (24) hours from Seller's remote location. Subsequent support beyond this budgeted amount will be considered out of scope and billable on a time and materials basis.
- 2. Once the upgraded Unified Communications system is in production and first day issues have been resolved, Customer will move into a support phase. Customer will either transition to the Seller's Managed Services support organization or will assume full responsibility for all future support of the solution.
- 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, Seller reserves the right to present a change order.
- 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 may temporarily disengage until the manufacturer is able to resolve the bug.
- 5. Seller will assist with investigating and troubleshooting call quality is sues within the equipment configured and implemented by Seller. If the issue is believed to be outside of this equipment, Customer will be required to engage their third-party partners to troubleshoot the issue within their equipment.
- 6. Seller will assist Customer in testing the ability to dial Emergency Services (such as 911 and 9.911 within the US and Canada) from each site. Seller's recommends Customer periodically verify that Emergency Services call functionality continues to be operational after cutover.

APPROVAL CRITERIA

The following is a list of the approval criteria for this project:

- 1. Cisco Unified Communications Manager upgraded.
- 2. Cisco Unity Connection upgraded.
- 3. Cisco Instant Messaging & Presence upgraded.
- 4. Cisco Emergency Responder upgraded.
- 5. Cisco Expressway installed.
- 6. Cisco Prime License Manager upgraded to Smart Software Satellite Server.
- 7. Cisco Prime Collaboration Deployment upgraded.
- 8. Singlewire InformaCast Advanced Paging upgraded.
- 9. Cisco voice gateway IOS updates completed.
- 10. New Cisco voice gateways installed.
- 11. Cisco IP phone firmware upgraded.
- 12. Training provided to Administrators.

PROJECT CLOSURE AND COMPLETION

- 1. A project closure meeting will be scheduled to review the engagement and transfer the project documents. At this time, the Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.
- 2. Hand-over of test acceptance items and completion of the test plan constitutes a completed project.

GENERAL RESPONSIBILITIES, ASSUMPTIONS, AND OUT OF SCOPE

Page 16 Proprietary and Confidential

CUSTOMER RESPONSIBILITIES

- 1. Providing all hardware and cabling required for implementation.
- 2. Providing proper 19" racks and screws.
- 3. Mounting all servers, routers, and switches into 19" racks.
- 4. Providing appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the equipment.
- 5. Connecting all equipment to power sources.
- 6. Connecting all equipment to appropriate network switches.
- 7. Providing Seller access to all locations that require hardware to be implemented.
- 8. Providing keyboards, mice, and monitors for all servers.
- 9. Notifying Seller if any links contained within this SOW or associated project documentation do not work or do not provide the expected information.
- 10. Providing and configuring the required SFTP server to be used for the system backup and restore operations.
- 11. Implementing all required DNS records per the design prior to implementation.
- 12. Implementing all required DHCP scope configurations per the design prior to implementation.
- 13. Providing the station locations and the IP addressing and subnet mask plan for the proposed Unified Communications solution.
- 14. Providing information about Customer Provided Equipment (CPE), and the phone system model, features, software and hardware releases, available interfaces and specifications, dial plan, cable distances, and routes between the phone system and data equipment. This information should be provided for the existing and planned telephony requirements.
- 15. When requested by Seller, providing Customer's building layout, including the floor plans, cabling, and power locations for all applicable sites.
- 16. Providing all information regarding call flows within and outside of any contact centers.
- 17. Providing current network diagrams listing existing size, capacity, utilization, busy-hour voice, and data traffic requirements for all current network facilities to be utilized in the Unified Communications solution.
- 18. Identifying and/or procuring all third-party software and equipment impacted by the Unified Communications solution.
- 19. Providing remote and/or onsite access to all systems (hardware and software) as required by Seller.
- 20. Providing sufficient network capacity based on performance objectives and traffic volumes.
- 21. Providing personnel for all voice prompt recording. No Seller employees shall be used for any voice prompt recording in a production environment.
- 22. Making available an appropriate Customer technical contact 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 project related equipment resides.
- 23. Participating in the test plan as per instructions provided by Seller.
- 24. Providing current Cisco SMARTnet maintenance contracts covering all of the Cisco Unified Communications hardware and applications. 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 are considered out of scope and will be billed separately at standard hourly rates.
- 25. Ordering/Obtaining the applicable UC upgrades and software media, including but not limited to, Cisco UC applications, VM ware, Singlewire, etc., via vendors' websites, portals, etc. Seller engineering resources will commence services once Customer has received the upgrades.
- 26. Assisting Seller in obtaining the migration licenses from Cisco Global Licensing Organization (GLO).
- 27. Providing CA certificates to Seller's engineer(s) as determined during the planning phase for implementation on UC application servers.
- 28. Deploying certificates to End-User works tations and mobile devices as required and determined during the planning phase.
- 29. Providing required bandwidth and latency for clustering over the WAN for all applications involved.

Page 17 Proprietary and Confidential

CDW,

LLC.

30. Providing Seller Engineer(s) with remote VPN access.

ASSUMPTIONS

- 1. The current network is functioning properly (no adverse conditions).
- 2. The current Microsoft environment is functioning properly (no adverse conditions).
- 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. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
- 5. Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
- 6. If any lift equipment is required to mount hardware, Customer will provide the proper equipment and personnel to operate and help mount the hardware in a safe manner.
- 7. All WAN and PSTN circuits are/will be terminated and functioning properly. If there are issues with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.
- 8. Customer does not currently utilize any Cisco Attendant Console applications.

OUT OF SCOPE

Tasks outside this SoW include, but are not limited to:

- 1. Implementation and testing of cabling.
- 2. Implementation, testing, and configuration of equipment that is not included in the bill of materials.
- 3. Implementation, configuration, and testing as a result of design changes.
- 4. Workstation and server connectivity testing.
- 5. Configuration, implementation, and/or deployment of applications or features that may be included in Customer's licensing but not specifically identified in this Statement of Work.
- 6. Firewall/LAN access control list configuration.
- 7. LAN/WAN configuration work including but not limited to QoS, VLANs, etc.
- 8. Hostname/IP addressing changes.
- 9. Remediation of any issues found during the systems review or at any other point in the project.
- 10. Changes to existing call flows/scripts/dial plan.

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 Plan	n Documented Plan of the Project	
Technical Design Document	Documentation of System Design	PDF, Word
Test Plan	Executed Test Plan of UC Components	PDF, Word
Training Materials	End-User and 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 ("**Service 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 \$68,461.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 293 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
Senior UC Engineer – Per Hour	\$ 225.00	183	\$41,175.00
Senior UC Engineer Out of Hours – Per Hour	\$ 338.00	32	\$ 10,816.00
Video Engineer – Per Hour	\$ 225.00	24	\$ 5,400.00
Project Manager – Per Hour	\$ 205.00	54	\$11,070.00
Estimated Totals		293.00	\$68,461.00

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).

EXPENSES

When Seller's personnel are located more than 50 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

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.

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**").

Contract Number: 38883

Version: 1

Drafted by:

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. 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 the executed agreement between the parties covering Customer's purchase of Services from Seller, unless no such agreement has been entered into, in which case the Services will be governed by Seller's "Terms and Conditions of Sales and Service Projects", accessed via the "Terms & Conditions" link at <u>https://www.cdw.com</u>(as applicable, 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. 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.

Page 22 Proprietary and Confidential

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.

City of San Mateo (CA)

By:	 By:	
Name:	 Name:	
Title:	 Title:	
Date:	Date:	
	🗖 A pur	chase order for payment hereunder is attached.

 \Box A purchase order is not required for payment hereunder.

Seller Services Manager: Devinder Singh

Page 23 Proprietary and Confidential

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

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

Table 1 – Customer-Designated Locations

Location(s)	Service(s)			
HQ	Assessment	Implementation	□ Support	
330 W. 20 th Street,	Configuration	Project Management	☑ Training	
San Mateo, CA 94403	Design	Staff Augmentation	□ CustomWork	

Page 24 Proprietary and Confidential

CDW•G Terms of Offer

All information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by the City of San Mateo are the property of and are proprietary to CDW Government, LLC ("CDW•G").

CDW Government ("CDW-G") submits this bid response subject only to the terms and conditions contained in the current National IPA Technology Solutions (2018011-01) contract. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of the agreement shall not apply to any transaction(s) that result from CDW-G's submission of its bid response.

CDW•G will conduct any negotiation of a final agreement with Customer in good faith. Notwithstanding the foregoing, any prices or other privileges contemplated in the Proposal shall commence on the effective date of agreement between the parties or the date of agreement or amendment to an existing agreement between the parties.

Cisco Gold Partnership

IT'S WHO YOU KNOW: CDW + CISCO NETWORKING



WHEN IT COMES TO NETWORKING, IT'S NOT JUST WHAT YOU KNOW. IT'S WHO YOU KNOW.

That's why we partner with industry leaders like Cisco[®]. With technologies spanning the entire networking spectrum, Cisco's Borderless Networks help organizations connect seamlessly and securely. And with years of experience in Cisco deployments, CDW has the experts and the expertise to make them work for you. Together, we deliver 100% tailored solutions that help our customers optimize their networks while bringing their organizations up to speed.

CISCO GETS NETWORKING.

A NETWORK WITHOUT BOUNDS

The Cisco Borderless Network Architecture allows organizations to connect seamlessly and securely across wired and wireless networks - any time, anywhere, on any device – with a variety of routing and switching technologies:

- Cisco Works LAN Management Solution (LMS)
- Cisco Prime Infrastructure
- Cisco Prime Network Analysis Module (NAM)
- Cisco Prime Network Control System (NCS)

SECURE MOBILE ACCESS

Cisco Borderless Networks help protect against mobile security risks with a policybased architecture, which gives IT the power to centrally control client access both on- and off-premises, plus mobile security technologies like:

- Cisco Identity Services Engine (ISE) policy-based authentication
- Cisco AnyConnect for device security

THE CISCO BORDERLESS NETWORK INFRASTRUCTURE INCLUDES:

- Catalyst Series Switches
- Nexus Series Switches
- ASA Series Adaptive Security Appliances
- Aggregated Services Routers
- Integrated Services Routers
- Aironet Access Points
- Cisco Wireless and WAN Controllers

APPLICATION OPTIMIZATION

- Cisco Prime Collaboration Manager

- Cisco Wide Area Application Services

Cisco Borderless Networks deliver unified

access and improve performance of mission-

critical applications like voice and video using

AND MANAGEMENT

technologies that include:

- Cisco Application Velocity

- Prime Network Management Applications
- Wide Area Application Services (WAAS)

CDW GETS CISCO. WE'RE THEIR GLOBAL PARTNER OF THE YEAR.

THE PEOPLE

CDW holds all available Cisco Master Specializations: Cloud Builder, Managed Services, Security and Unified Communications. Along with your dedicated account manager, our experts can help find the right Cisco networking technologies for you:

- Professional Services: 500 engineers and project managers
- Managed Services: 150 engineers and project managers
- 916 Cisco Certified Sales Experts
- 72 highly trained solution architects
- . 28 Cisco product protection team members
- Six Cisco product specialists

OUR STRENGTH IN NUMBERS:

Cisco Certified Network/Data Associates (CCNAs/DAs)

THE PRODUCTS

As a Cisco Gold Certified Partner, we have access to Cisco's entire line of networking products, including Cisco Borderless Network solutions. But that's not all.

- As a member of Cisco's Early Field Trial program, we enjoy privileged access to new and emerging products, giving us firsthand familiarity before products go to market.
- CDW's Technology Experience Center (TEC) integrates the latest Cisco solutions to see how they can help you achieve your goals.

How much can Cisco networking save you? Find out at CDW.com/CiscoNetROI

THE PLAN

Our strong Cisco partnership and extensive expertise allow us to provide rapid custom solution deployments along with managed services and full lifecycle support.

Full Lifecycle Support:

We can assist you at each and every turn, like pre-sales consultation and assessment, design, configuration, planning, deployment and ongoing support.

Managed Services:

We offer our customers on- and off-premises management and monitoring of their network infrastructure components.

Cisco Certified Network/Data/Voice Professionals (CCNPs/DPs/VPs)

50+

Cisco Certified Internetwork Experts (CCIE) The most prestigious networking certification in the industry

Cisco TrustSec for secure access

IT'S OFFICIAL.

CDW and Cisco are a winning team.

AWARDS

CDW received the following awards at the Cisco Partner Summit 2013:

- Global Partner of the Year Commercial
 Higher Education Partner of the Year
- Inglier Education Fai ther of the Year
- US/Canada Central Area Partner of the Year
- Americas Strategic and Transformational Partner Organization, Architectural Excellence – Data Center
- Americas Partner of the Year US
- SMB Partner of the Year Canada
- US/Canada Central Area Cisco Capital Partner of the Year
- US/Canada South Area Outstanding Solutions Partner

MANAGED SERVICES

- Cisco Powered Managed Contact Center, Data Center, Unified Communications, Mobile Communications and Security

OTHER AUTHORIZATIONS

- Vblock[™] Qualified Partner (Vblock 0,1)
- ATP Cisco TelePresence Video Master
- ATP Customer Voice Portal
- ATP Data Center Unified Computing
- ATP Identity Services Engine
- ATP Unified Contact Center Enterprise

CERTIFICATIONS

- Cisco Master Cloud Builder Specialization
- Cisco Master Security Specialization
 - Cisco Master Unified Communications Specialization
 - Cisco Managed Services Master
 - Cisco Advanced Collaboration Architecture Specialization
 - Cisco Advanced Borderless Network Architecture Specialization
 - Cisco Advanced Data Center Architecture Specialization
 - Cisco Advanced Content Security Specialization
 - Cisco Advanced Routing and Switching Specialization
 - Cisco Advanced Unified Communications Specialization
 - Cisco Advanced Security Specialization
 - Cisco Advanced Unified Computing Technology Specialization
 - Cisco Advanced Unified Fabric Technology Specialization
 - Cisco Advanced Wireless LAN Specialization
 - Cisco Small Business Specialization

CLOUD PARTNER

- Cloud Builder Infrastructure, Management and Services
- Cloud Provider Cisco Powered Cloud Service for HCS

SEE FOR YOURSELF.

CASE STUDY: A Wireless Network Upgrade

A school district wanted to connect 2,100 students to the network via notebook while implementing and supporting a VoIP system at each of its seven schools. CDW helped them overhaul their wired and wireless network infrastructure. We successfully installed and deployed 380 VoIP phones, 356 wireless access points and 150 switches – all on Cisco devices – for a smarter network that really made the grade.



GET THE FULL STORY >>

How can you improve your network? Contact your account manager to schedule an appointment with a networking solution architect.



The terms and conditions of product sales are limited to those contained on CDW's website at CDW.com; notice of objection to and rejection of any additional or different terms in any form delivered by customer is berefy given: CDW® CDW.G® and PEOPLE WHO GET ITM are trademarks of CDW L C all other trademarks and registered trademarks are the sole property of their respective owners.

CDW and CISCO

TOGETHER, CDW AND CISCO HELP CUSTOMERS CHOOSE THE BEST SOLUTIONS FOR THEIR BUSINESS.

CDW received the following awards at the 2015 Cisco Partner Summit:

- Cisco Global Commercial Partner of the Year
- Cisco Global Capital Partner of the Year
- Cisco Americas Commercial Partner of the Year
- Cisco U.S. Nationals Architectural Excellence Collaboration
- Cisco U.S. Central Area Architectural Excellence Collaboration
- Cisco U.S. Central Area Cisco Capital Partner of the Year
- Cisco U.S. East Area Commercial Partner of the Year
- Cisco Meraki Elevate East Area Partner of the Year
- Cisco U.S. South Area Commercial Partner of the Year
- Cisco U.S. West Area Partner of the Year
- Cisco Public Sector SLED Partner of the Year
- Cisco Meraki Elevate SLED Partner of the Year

CDW Capabilities:

- High-performance enterprise configuration center with an average of 3,000 custom configurations per day; 24 national and local sales offices, including two distribution and configuration centers, five data centers and two Midwest network operations centers
- Ability to stage Cisco equipment in both of our enterprise configuration areas, providing a combined 50,000 square feet of service area that enables easy customer installation
- Available custom warranty support services, including hosted and managed services, maintenance agreements, cotermination agreements, local installations and more

CDW Credentials:

- More than 300 Cisco Certified Network/Data/Voice Professionals (CCNPs/DPs/VPs)
- More than 57 Cisco Certified Internetwork Experts (CCIEs) 13 double certified, three triple certified, one quadruple certified and 10 emeritus
- Many specialists and solution architect teams dedicated to supporting our account managers on Cisco enterprise networking, security, collaboration, data center, cloud offerings and SMARTnet services
- More than 40 CDW employees who solely work on Cisco technologies

CDW Experience:

- The first Master Certified Partner for Cisco Security and Unified Communications Solutions in the world
- As a member of Cisco's Early Field Trial program, we enjoy privileged access to new and emerging products, giving us firsthand familiarity before products go to market

Why CDW

CDW is a leading provider of integrated information technology solutions. We help over 250,000 small, medium and large business, government, education and healthcare customers realize the full potential of their IT infrastructures through our solution expertise, personal customer service and strong Cisco relationship. With over a decade of experience as a Cisco partner, and deep implementation experience in Enterprise Networking, Collaboration and Data Center technologies, CDW is the right partner for ensuring your Cisco solutions are deployed efficiently. Our services make it easier for you to protect your technology investment, save resources and minimize downtime. Whether you are in an IT department of one or many, you will be able to focus less on routine maintenance and more on the mission of your organization.





April 25, 2017

To Whom It May Concern,

This letter is to certify that CDW Government LLC (CDW•G) is a Cisco authorized reseller, installer and maintenance provider. As a result, CDW•G is authorized to resell Cisco products to education, healthcare, state/local, and federal customers throughout the United States.

CDW is a Cisco Gold partner, which is reserved for only our highest partners globally. For more information on Cisco's partner ecosystem, please see the following link to the Cisco partner site: <u>http://www.cisco.com/c/en/us/partners.html</u>. Please contact me directly if there is any additional information required to support CDW•G's response to your RFP.

Sincerely, Blake Benney

Regional Manager Cisco Systems 469-420-4708 bbenney@cisco.com

