



## STATEMENT OF WORK

<b>Project Name:</b>	MiraCosta College-2021.03- OKTA services	<b>Seller Representative:</b>
<b>Customer Name:</b>	MIRA COSTA COMMUNITY COLLEGE	Tyler Quaranta
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (818) 254-1721 tylequa@cdw.com
<b>Subcontractor:</b>	Carahsoft Technology Corp	<b>Solution Architect:</b>
<b>Date:</b>	April 27, 2021	
<b>Drafted by:</b>	Arlette Martinez	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and MIRA COSTA COMMUNITY COLLEGE (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain Master Services Sales Agreement 00004353 between CDW Government LLC and the Foundation for California Community Colleges dated the 1st of March, 2021 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

## PROJECT DESCRIPTION

### PROJECT SCOPE

Customer would like to purchase the Okta Identity Cloud software suite to meet the company’s strategic initiatives around cloud application adoption, compliance and security, reducing friction around faculty, staff and student application access, and reducing IT management burden.

The goals of this initiative include the following based on discussions initiated in a preliminary architecture review and validation and an associated phase approach.

An initial Okta implementation focused on aspects of:

- Application Integration
- Directory Migration and Integration
- HR/SIS as a Source (for Workday and PeopleSoft)
- Provisioning Applications
- User Onboarding

Okta’s delivery methodology includes developing an implementation approach and solution design that is mutually agreed upon as a critical part of the Planning and Deployment phases. Okta Professional Services will provide Okta subject matter expert (SME) skills to assist Customer’s team in project governance, design and implementation services, and solution enablement.

### PLAN: ARCHITECTURE AND DESIGN

- High Level Project Readiness and Project Management

- Architecture & Design Review Workshop (Remote, up to 8 hours) to confirm requirements and use cases for students, faculty and staff. Workshop topics may include:
  - Okta Tenant Deployment and Settings
  - User Deployment
  - Directory Integration (with Active Directory)
  - Universal Directory
  - MFA
  - Lifecycle Management and Provisioning (3 apps)
  - Single Sign-on (SSO)
  - Identity Mastery Overview discussion
    - PeopleSoft
    - Workday
  - Application Integration using available integration functionality (SAML, etc.)
    - 1 SAML application
    - O365
    - Other applications TBD
  - High-Level Architecture Documentation
  - Change Management considerations for Okta deployment
- High-Level Architecture Documentation

#### DEPLOY: PLATFORM CONFIGURATION AND APPLICATION INTEGRATION

- Ongoing Project Management
- Okta Tenant Setup and Configuration:
  - Architecture Review
  - Okta Production Tenant Deployment
  - Active Directory (AD) integration
  - SSO and MFA (within available hours)
  - Application Integration and Deployment (SAML and OIN applications)
    - Office 365
    - 1 SAML application
  - Password Self-Service
- Identity mastery
  - Workday as a Source (full scope)
  - PeopleSoft as a Source (TBD within available hours)
- Change Management Strategy and templated documentation for implementation
- Knowledge Transfer to Customer Team
- User Acceptance Testing
- Go-Live Support

#### NOTE:

Support will be in the form of a number of available services hours to support defined activities as an outcome of an initial architecture workshop. All work will be undertaken within available contracted hours.

It is expected that with a commitment of resources by Customer and Okta, the estimated time to completion upon commencement of services will be up to eight (8) weeks from the Project Readiness based on the current understanding of Customer's goals, objectives, environment, and resource availability which is subject to change as detailed discovery and planning are finalized. The actual timeline of activities and schedule will be determined during the Planning, Architecture and Design activities as we work with Customer to finalize the scope of work to be provided.

It is common for additional requirements to surface during the execution of Professional Services as more information is shared between the parties. Should additional requirements be discovered, both parties would execute the Change Control

process (see Appendix A) to assess the impact to the budget, schedule, and resourcing before approvals are granted. Okta will not complete any changes until both parties, in writing, have approved the Change Control.

The following activities shall be within the scope of this SOW:

## **READINESS**

Okta will provide a streamlined assessment of Customer's ability to start the implementation and deployment, as well as recommended next steps to fortify project success as set forth below.

Okta will:

- Initiate and lead project orientation discussions.
- Provide a written readiness assessment to Customer with any follow up actions needed to proceed to the next project phase.

Customer will:

- Identify points of contact for Customer project sponsorship, project management, project team and Subject Matter Experts ("SME").
- Identify applications and systems related to implementation.
- Actively participate in readiness meetings with the Okta team.
- Ensure timely completion of readiness tasks assigned.

## **PLAN**

Okta will work with Customer on the detailed planning for the project kick-off as described below.

Okta will:

- Plan and drive the project kick off meeting including helping to identify key attendees.
- Create design phase agenda(s).
- Provide a high-level project schedule.

Customer will:

- Ensure all project stakeholders attend and actively participate in planning and project kick off meetings.
- Collaborate with Okta Technical Project Manager with development of a high-level project schedule.
- Plan for access to applications and systems related to implementation, including third party services or providers.
- Onboard Okta personnel to the required applications and systems.
- Provide logistics support for onsite team members (e.g. conference rooms, WiFi, whiteboards).

## **DESIGN**

Okta will lead design workshop(s) with Customer's knowledgeable business and technical SMEs as set forth below.

Okta will:

- Lead design workshops.
- Provide a future state design.
- Communicate any scope modifications needed.
- Deliver an updated project schedule.
- Conduct the build checkpoint review meeting.

Customer will:

- Ensure all project stakeholders and SMEs attend and actively participate in Design phase meetings.
- Ensure timely coordination of third-party application owners and to work collaboratively with Okta.

- Provide access to applicable applications, systems, and production mirrored data.
- Maintain and ensure all data quality.
- Timely review and approve design recommendations.

## BUILD

Okta and Customer will work together to configure and implement items defined, as in scope, below:

OIN SAML Integration	
In Scope	Okta will work with Customer to: <ul style="list-style-type: none"> <li>• Configure up to one (1) application(s) for SAML single-sign.</li> <li>• Review final integration configuration with Customer’s Okta Administrator.</li> </ul>
Customer Obligations	<ul style="list-style-type: none"> <li>• Identify the applications to be integrated with Okta during the project readiness session, if not identified above.</li> <li>• Identify application SME to work collaboratively with Okta on these integrations.</li> <li>• Procure services or software with the appropriate license rights necessary to complete the integration.</li> </ul>
Assumptions	<ul style="list-style-type: none"> <li>• Integrations not identified by name at the time this SOW was executed will be identified by integration method or listed above.</li> <li>• No custom single sign-on integrations will be built as part of this activity. Custom integrations can be purchased separately as needed via the Change Control Process.</li> </ul>

OIN Lifecycle Management Integration	
In Scope	Okta will work with Customer to: <ul style="list-style-type: none"> <li>• Configure up to one (1) application(s) for Lifecycle Management</li> <li>• Review final integration configuration with Customer’s Okta Administrator.</li> </ul>
Customer Obligations	<ul style="list-style-type: none"> <li>• Identify the applications to be integrated with Okta during the project readiness session, if not identified above.</li> <li>• Identify application SME to work collaboratively with Okta on these integrations.</li> <li>• Procure services or software with the appropriate license rights necessary to complete the integration.</li> </ul>
Assumptions	<ul style="list-style-type: none"> <li>• Integrations not identified by name at the time this SOW was executed will be identified by integration method and listed above.</li> <li>• No custom Lifecycle Management (provisioning) integrations will be built as part of this activity. A custom Lifecycle Management integration can be purchased separately as needed via the Change Control Process.</li> </ul>

## Workday as a Master

In Scope	<p>Okta will:</p> <ul style="list-style-type: none"> <li>• Complete Workday analysis for employee profile and lifecycle.</li> <li>• Complete Active Directory analysis for account lifecycle, attributes, security group and enabled application.</li> <li>• Complete Workday to Active Directory relational analysis for on/off boarding process and security group memberships.</li> <li>• Workday   Okta   Active Directory configuration             <ul style="list-style-type: none"> <li>• Configure Create, Update, Terminate automation.</li> <li>• Configure provisioning groups / dynamic groups.</li> <li>• Configure username creation policy.</li> <li>• Configure process triggers.</li> <li>• Configure attributes mappings and any transformations.</li> <li>• Configure import schedule.</li> <li>• Configure Okta Agent and privileges.</li> </ul> </li> <li>• Workday   Okta application deployment             <ul style="list-style-type: none"> <li>• Configure Application Groups.</li> <li>• Configure Application Integration.</li> <li>• Configure User Management.</li> <li>• Configure Import Policies.</li> <li>• Configuring Okta Real Time Sync use case.</li> <li>• Configuring Okta Write Back use case.</li> </ul> </li> </ul>
Customer Obligations	<ul style="list-style-type: none"> <li>• Ensure the completeness and accuracy of data (OU, Groups, User objects) being integrated with Okta and any manual remediation thereof.</li> </ul>
Assumptions	<ul style="list-style-type: none"> <li>• Okta Workday as a Master integration is available as part of the Okta service with a standard set of Workday attributes available through Okta.</li> <li>• Custom attributes should be configured in the BI report by Customer.</li> </ul>

## Okta Base Configuration

In Scope	<p>Okta will work with Customer to:</p> <ul style="list-style-type: none"> <li>• Create and validate Customer’s Okta org(s).</li> <li>• Review best practices for Okta Org administration and configuration.</li> <li>• Configure Global Org Settings.</li> <li>• Review best practices for Okta Groups and Application Assignments.</li> <li>• Install and configure up to two (2) Okta Directory Agents for one (1) domain.</li> <li>• Configure policies for import matching and account activations.</li> <li>• Extend the Okta Universal Directory user schema.</li> <li>• Review best practices and recommendations for handling matching conflicts.</li> <li>• Install and configure up to two (2) Okta Desktop SSO Agents and Configure Failover and High Availability.</li> <li>• Import users into Okta using the CSV import tool.</li> <li>• Configure permission on Okta’s Active Directory service account to ensure the account can manage passwords for Customer’s end users.</li> <li>• Configure up to three (3) password policies within Okta.</li> </ul>
Customer Obligations	<ul style="list-style-type: none"> <li>• Ensure the completeness and accuracy of data (OU, Groups, User objects) being integrated with Okta and any manual remediation thereof.</li> <li>• Ensure that all Microsoft Windows Member Servers (joined to the Active Directory domain) are production ready for installation of Okta Directory Agents and Okta Desktop SSO agents. Okta recommends two (2) servers, at a minimum, to provide server/agent redundancy.</li> </ul>
Assumptions	<ul style="list-style-type: none"> <li>• Each customer plans their integration with an on-premise Directory to meet their individual needs. Activities that are listed in the Planned Activities section may not apply to all customers. As such, we will review of your environment and functional requirements with you to determine changes.</li> <li>• Okta will assist Customer with browser configuration for a single [model] workstation with a supported version of the following browsers (Safari, Firefox, Chrome, Internet Explorer). Customer will be responsible for deploying browser configurations to the remaining workstations, laptops, or mobile devices (e.g. via AD group policy for Internet Explorer).</li> </ul>

## OIN Office 365

In Scope	<p>Okta will work with Customer to:</p> <ul style="list-style-type: none"> <li>• Review Customer O365 deployment state and license plan.</li> <li>• Review Group requirement for license management.</li> <li>• Review MFA requirement and MFA for web clients for Active Directory Integration or Okta Mastered Only.</li> <li>• MFA for thick clients (Supported only for 2013 and 2016 clients).</li> <li>• Review O365 environment and functional requirements.</li> <li>• Review mapping rules using Okta UD profile mapping for up to eight (8) common or standardized AD fields.</li> <li>• Review the Active directory schema for a list of attributes that needs to be provisioned to O365.</li> <li>• Determine which version of Provisioning is suitable (Profile Sync or Universal Sync or License Management Only).</li> <li>• Plan for migration strategy if Customer is using DirSync.</li> <li>• Configure group-based provisioning.</li> <li>• Update and De-provision profiles in Office 365.</li> <li>• Configure Group Push.</li> <li>• Configure attribute mappings between Okta and Office 365.</li> <li>• Configure the application for Single Sign.</li> <li>• Configure Okta Office 365 OIN application in Preview environment.</li> <li>• Connect to Office 365 Test or Trial Tenant.</li> <li>• Assign test users to Okta Preview environment.</li> <li>• Configure user account linking (Existing Cloud Only Users to Directory Managed Users).</li> </ul>
Customer Obligations	<ul style="list-style-type: none"> <li>• Provide access to third-party services, software, or metadata to facilitate configuration and testing activities.</li> <li>• Procure services or software with the appropriate license rights necessary to complete the configuration.</li> <li>• Microsoft® Office 365 specific configuration: <ul style="list-style-type: none"> <li>• Customer (users') UPN's match their Primary SMTP address in Microsoft® Active Directory as the UPN will be replicated to both Okta and Office 365.</li> <li>• UPN domain suffix must be under the domain that Customer chooses to set up for single sign-on.</li> <li>• All the users UPN in Microsoft® Active Directory should be fixed before federating.</li> <li>• The domain chosen for federation must be registered as a public domain with a domain registrar or within Customer Public DNS servers.</li> </ul> </li> <li>• In certain cases, Microsoft® Office 365 account provisioning requires Azure AD Connect (DirSync) to be installed and configured according to the vendor's deployment or installation guides.</li> <li>• Customer must own/ have created/ provide access to an on-Microsoft administration account in the O365 tenant.</li> </ul>
Assumptions	<ul style="list-style-type: none"> <li>• All Customer Obligations will be completed before configuration activities will begin.</li> <li>• In certain cases, Microsoft® Office 365 account provisioning requires Azure AD Connect (DirSync) to be installed and configured according to the vendor's deployment or installation guides.</li> <li>• Hybrid MS O365 environments are not supported for Profile or Universal Sync Provisioning.</li> </ul>

Okta will:

- Provide input on test plans.

- Collaborate with Customer on UAT and knowledge transfer planning.

Customer will:

- Identify any risks to systems or applications not directly provisioned with Okta.
- Ensure timely coordination of third-party application owners and to work collaboratively with Okta.
- Provide feedback following Build phase demonstrations.
- Create test plans to be leveraged during unit testing and UAT, including a roll back plan, with Okta team input.

## **TEST**

The Test phase assesses the Okta implementation as set forth below.

Okta will:

- Perform unit testing of the Okta configuration and development work.
- Support Customer's end to end testing.
- Provide best practices for user acceptance testing (UAT), issue triage services.
- Collaborate with Customer on the Okta deployment plan.

Customer will:

- Provide non-production environments/systems/accounts for testing.
- Identify and manage users for UAT.
- Identify test cases and success criteria for UAT.
- Facilitate UAT and capture success criteria with users.

## **GO-LIVE**

Okta will assist Customer with production deployment as set forth below.

Okta will:

- Assist with production deployment.
- Conduct knowledge transfer session(s).
- Deliver Customer survey.

Customer will:

- Adhere to deployment plan, including post-production test plans and application regression testing.
- Identify post-production support resources and ensure availability for knowledge transfer from the Okta project team.
- Participate in the project close process, which includes completion of the project survey and revocation of Okta project team access to Customer systems and applications.

## **PROVIDER RESPONSIBILITIES**

Provider is responsible for the following:

Each project begins with readiness and planning sessions to review requirements and to ensure that all stakeholders understand project objectives; identify resources, roles, and responsibilities; identify and mitigate risk; develop a project schedule and maintain velocity during project execution. As such, Okta and Customer Project Managers will be responsible for planning, management and execution of a project schedule for all resources.

Okta will provide services during regular business hours (8:00 a.m. to 5:00 p.m.), not to exceed forty (40) hours in any one week, Monday through Friday, except holidays ("Business Hours"). Okta will work either onsite at Customer location, or remotely based on a mutually agreed to plan throughout the execution of this engagement. For Okta Cloud Enterprise



Architects and Technical Consultants, i) On-site work shall be charged at a minimum of eight (8) hours per day, unless mutually agreed to in advance, and ii) Remote work shall be charged at a minimum of four (4) hours per day.

Okta will designate a Project Manager as the principal point-of-contact for the project and will charge a minimum of one (1) hour per week for project administration. Should Customer require that an Okta resource work outside of Business Hours, Okta will bill Reseller at a premium of one and one-half (1.5) the hourly rate for each hour a resource works. For work provided on a weekend or holiday, Okta will bill Reseller a minimum of eight (8) hours per day. Should Customer require that an Okta resource be available in an on-call or standby capacity, Okta will bill Reseller a minimum of eight (8) hours per day at a premium of one and one-half (1.5) the hourly rate. Customer must cancel any Professional Services scheduled to be provided either Remote or Onsite at least two (2) business days in advance or Reseller will be charged in full for the Professional Services scheduled. Customer will be charged through Reseller for any Onsite travel expenses that cannot be refunded due to cancellation, such as airfare.

## **CUSTOMER RESPONSIBILITIES**

Customer is responsible for the following:

1. Reseller will ensure that Customer fulfills the following:

Customer will:

1. Remain engaged throughout the duration of the Professional Services by actively participating, providing requested integration information, and otherwise completing its obligations as set forth in this SOW in a timely manner (“Cooperate”).
2. Complete the functional and technical analysis and discovery.
3. Establish a communication and escalation plan including assigning appropriate resources who are knowledgeable about the technical and business aspects involved in the project including a dedicated Project Manager.
4. Provide access to any third-party services or software, as required.
5. Procure services or software and license rights necessary for the Okta Service to integrate to such services or software.
6. Pay any service provider costs required to enable SSO on applications that are in scope of this engagement.
7. Provide and test all necessary remote access by Okta to Customer systems prior to the commencement of the Professional Services.
8. Be responsible for all hardware/virtual machines operating system(s), browser(s), commercial application(s), code for custom developed applications, application/web server(s), directory(s), database, network, proxy, and firewall maintenance and security as well as an active backup and recovery strategy as applicable for the aforementioned.
9. Provide complete and accurate data for integration with the Okta Service.
10. Prepare and manage all corporate communications and training activities to promote greater adoption and higher satisfaction from Users. Sample communication templates may be provided for Customer use.
11. Secure rooms, necessary equipment and building access for Okta Professional Services as may be required for Okta personnel providing onsite.

## **PROJECT ASSUMPTIONS**

1. Any service or activity not specifically included in this SOW is not included in the scope of this engagement.
2. Okta preparation, research, and follow-up activities toward the completion of the Project Scope are billable and may not involve Customer resources.
3. Okta and Customer will work together in good faith to resolve any project issues quickly.
4. Okta’s timely performance of the Professional Services are conditioned on Customer continuing to Cooperate. If Customer is unable to Cooperate in a timely manner, not to exceed five (5) business days, Okta may “Suspend” its performance and the Professional Services will be deemed complete and Okta resources may be assigned to other projects. Should Okta Suspend the Professional Services, all Professional Services Fees paid or payable associated with services already completed shall be considered earned in full and any services listed in this SOW not completed

and associated Fees not earned will be voided. Any and all services requested by Customer following such Suspension will require Customer to send a written request to Okta seeking re-engagement and execution of a new SOW. Upon execution of a new SOW, Okta will promptly resume the Professional Services. Okta cannot guarantee that the original resources will be re-assigned to the Professional Services and additional hours may be required.

5. Scheduling for the Professional Services to be performed are based upon a first come first serve basis and will be mutually agreed upon by the parties prior to the commencement of the Professional Services hereunder.
6. Okta will follow independent software vendor guidelines for supported and deprecated versions of a product.
7. The Professional Services will be conducted remotely and/or onsite as mutually agreed by both parties.
8. Should any work be required at Customer's site, travel expenses shall be invoiced through Reseller in accordance with the Agreement and Customer will provide Okta resources an adequate work environment.

## OUT OF SCOPE

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

1. Any activity not specifically included in the Project Scope Section of this SOW.
2. User Management features not supported within the Okta Integration Network (OIN).
3. Bi-directional password synchronization.
4. Functionality that may have been demonstrated as Roadmap, Beta or Early Release programs.
5. Customer staging, end user communication, and change management.
6. Multiple Microsoft® Active Directory Domain environments (Change Control Process - Section 8).
7. Secondary Go-Live events for additional populations (Change Control Process - Section 8).

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

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

**Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

**Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

**Status Meetings and Reports.** Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

**Change Management.** When a change to a project occurs, the Seller's project change control process will be utilized.

**Project Closure.** Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

## Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- • Acts as the main POC to customer, if requested

Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

## CONTACT PERSONS

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.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

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

## 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.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
  - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.

- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## 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 below).

Services Fees of \$61,063.72 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 182 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

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

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

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

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

<b>Unit Type</b>	<b>Unit Rate</b>	<b>Billable Units</b>	<b>Subtotal</b>
Technical Lead – Per Hour	\$331.00	39	\$12,909.00
Technical Architect – Per Hour	\$332.66	92	\$30,604.72
Senior Engineer – Per Hour	\$375.00	42	\$15,750.00
Project Manager – Per Hour	\$200.00	9	\$1,800.00
<b>Estimated Totals</b>		<b>182</b>	<b>\$61,063.72</b>

**EXPENSES**

Neither travel time nor direct expenses will be billed for this project.

**TRAVEL NOTICE**

The parties agree that there will be no travel required for this project.

**CUSTOMER-DESIGNATED LOCATIONS**

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

# 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.

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.

**CDW Government LLC**

**MIRA COSTA COMMUNITY COLLEGE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Services Contracts Manager  
\_\_\_\_\_

Name: Steve Schultz  
\_\_\_\_\_

Title: Services Contract Manager  
\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address:  
  
200 N. Milwaukee Ave.  
  
Vernon Hills, IL 60061

Mailing Address:  
  
1 BARNARD DR, ACCTS PAYABLE  
  
OCEANSIDE, CA 92056-3899

# EXHIBIT A

## CUSTOMER-DESIGNATED LOCATIONS

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

Location(s)	Address
Mira Costa College	1 Barnard Dr., Oceanside, CA 92056