

CITY OF GROSSE POINTE WOODS
INFORMATION TECHNOLOGY
MEMORANDUM

DATE: October 24, 2025

TO: Frank Schulte, City Administrator

CC: Steven Schmidt, City Treasurer/Comptroller

FROM: Gary Capps, Information Technology Manager

SUBJECT: Emergency Purchase

RECEIVED

OCT 28 2025

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Our existing email solution, Microsoft Exchange, is now EOL and the server recently experienced a hardware failure. We were able to repair the server and upgrade to the new Exchange Subscription Edition but there are many technical issues with the changes Microsoft has made to their platforms and we have worked with Microsoft Support to try and resolve. Since the new Subscription Edition will have annual fees nearly the same as moving to the cloud in conjunction with failing hardware which should be replaced in the next cycle, it no longer makes sense to host the system at the city offices. There are many other technical, security, and end user benefits to moving to this modern solution. Because of the scope of this project, the importance of having email continuity during the transition, and to ensure our Cloud Tenant at Microsoft is set up properly, we need assistance from certified Microsoft Cloud professionals.

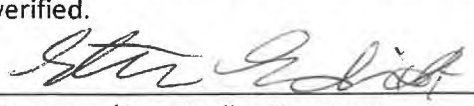
Due to the urgency of having properly working emails for the city to conduct its business, waiting for prior city council approval was not possible. Attached is a *statement of work* for a transition from our on-premise Exchange Environment to a Microsoft Government Cloud (GCC) Exchange Online environment. Funds are available to purchase the new system. We request that council approve and ratify the purchase of the migration services from **CDW Government LLC – 75 Remittance Drive Suite 1515, Chicago, IL 60675-5151** in an amount not to exceed **\$21,495** from the **account # 101-228-818.000**

I hereby certify that the above items are necessary for the proper operation of the department



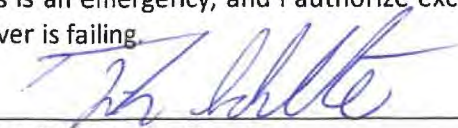
Department Head Signature

I hereby certify that unencumbered funds are available for the above purchase, and that the account number has been verified.



Treasurer/Comptroller Signature

This is an emergency, and I authorize exceeding the ordinance limit to procure the cloud system because the old email server is failing.



City Administrator Signature



STATEMENT OF WORK

Project Name:	Exchange 2019 to Exchange Online Migration	Seller Representative:
Customer Name:	CITY OF GROSSE POINTE WOODS	Justin Christofferson
CDW Affiliate:	CDW Government LLC	+1 (312) 5472351 justin.christofferson@cdwg.com
Date:	October 16, 2025	Solution Architect: Rob Todd
Drafted By		Specialty Resource Patrick McCormack

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 CITY OF GROSSE POINTE WOODS (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain State of Michigan Contract #071B6600110 between CDW Government LLC and the State of Michigan dated the 31st day of July, 2016, (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 SCOPE

Customer is looking to transition from their on-prem Exchange Environment into a GCC Exchange Online environment. They are running Exchange 2019 which is currently end of life. The customer is aiming to have all production mailboxes in Exchange Online and inbound and outbound mail flow supported in Exchange Online. Any required services or servers required on-prem for this solution should be on Windows Server 2019 or higher and supported by Microsoft. SMTP Relay will be supported by an on-prem Exchange Server with outbound mail flow configured. The following outlines the project scope and cost of implementing the solution.

Subject to the other provisions of this SOW, Seller will perform the following services:

- Project Kickoff Meeting
- Assessment
- Target Environment Validation
- Developing Project Timeline and Deployment Plan
- Build/Test Migration Toolset
- Migration
- Migration support

PROJECT KICK-OFF MEETING

Seller will begin with a project kick-off meeting with your core project team. The kick-off meeting will last approximately one hour and will include:

- Introductions of Customer and Seller team members
- Establishment of roles and the project schedule
- Knowledge transfer and review of your company and vision
- Review of this SOW
- Review of design session goals
- Requirements
- Claiming Partner of Record (CPOR) process review

Establish Claiming Partner or Record

For eligible workloads, Seller will provide Customer a CPOR Customer Guide that provides direction on where the Domain Name & Directory ID can be located. Domain Name & Directory ID will be provided back to Seller to associate Claiming Partner of Record (CPOR). CPOR enables Seller to help Customer optimize the use of Microsoft Online Services for desired business outcomes by providing Seller with access to usage and consumption data.

ASSESSMENT

Seller will work with the appropriate project team members and stakeholders from both the source and target environment in formal and informal sessions and discussions regarding the current and end-state design of your infrastructure.

Seller will require full administrative access to relevant systems in both the source and target environments during this project phase. This will be facilitated by providing administrative access and/or network access to the Seller. The Customer will be responsible for providing requested information as well as reviewing and running requested discovery processes (both custom and third party) as directed by Seller. At the conclusion of this phase, the project timeline and initial requirements will be outlined and will be agreed upon by both parties.

MIGRATION PLANNING

Seller will work with the appropriate team members and stakeholders in a series of workshops to build a migration timeline for in-scope services. The migration planning will cover:

- Cutover migration strategy
- End user experience
- Resource review
 - Unusual use cases
 - High complexity resources
- Licensing requirements
- Technical requirements
- Business requirements
- Migration gaps

Based on the requirements identified in the Planning sessions, Seller will work with the project team to determine the migration plan with business and technology requirements. During the workshop sessions, priority will be placed on quickly identifying the resources and system changes necessary for the production migration.

Change Orders may be required to bring these changes into the project scope. In some circumstances, the items listed below may have been identified before the design session. Potential changes include:

- Active Directory remediation
- Active Directory schema changes
- Implementation of firewall and web proxy rules
- Software updates to current environment to support compatibility and connectivity with the target environment and migration strategy
- Third party certificates
- Additional missing or required licenses
- Network devices such as load balancers or reverse proxies
- Server (physical or virtual) acquisition, installation, and configuration
- Microsoft Office deployments

At the completion of this phase, it will be the responsibility of the Customer to provide and validate a complete list of migrating resources that will be transitioned in this project. If the number of resources identified for migration or the complexity of those resources varies from the original values provided in this scope of work, a Change Order will be required to include them in the scope of the project.

Resources that are incorrectly marked for migration are the responsibility of the Customer and extra time used or required to remediate may require a Change Order.

M365 SECURITY AND GOVERNANCE TENANT WALKTHROUGH

Seller will provide a walkthrough of the M365 Tenant and provide insights into the capabilities of the platform and discuss common configurations and recommended practices. Seller will focus on capabilities available within the Customer's licensing plan(s).

This walkthrough is not formal training and does not guarantee a specific outcome or configuration. It will be the responsibility of the Customer to consider and implement any settings or features discussed during this session. If the Customer is interested in additional assistance making design and configuration changes to the tenant a Change Order can be requested to expand the scope of work.

SELLER ASSISTED END USER REMEDIATION

Seller will assist the Customer in making changes to AD user objects to support the transition to Exchange Online. Due to different requirements between on-prem and AD environments it is common for a number of objects be modified prior to a transition to M365. Common changes include (but are not limited to):

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- Changing UPN to match Primary Email Address
 - Remediating naming conflicts (2 objects with the same alias)
 - Removing or changing unsupported characters
 - Adding mail routing addresses or email address policy assignment
 - Mapping on-prem AD objects to existing cloud objects
 - Changing Mailbox type

Seller will provide general guidance, recommendations and scripts to support remediations to these objects as required, but it will be the responsibility of the Customer to determine what action should be taken on each object.

DEVELOPING THE PROJECT TIMELINE

During the previous Assessment and Migration Planning phases, information about the source and target environments will have been collected and documented. During this phase, hardware, software, and services required to implement the solution will be identified and cost will be assigned to these resources. Additional quotes will be compiled if needed. Tasks will be defined; resources will be assigned, and timelines will be created for the deployment of the solutions.

It will be the responsibility of Customer to provide quotes or pricing for any of the identified resources if those resources are to be provided by a party other than Seller.

Over the course of the migration planning, application dependencies on the source tenant and target tenant may be identified. Seller will provide guidance and recommendations for the reconfiguration of these systems. Migration, reconfiguration and testing of these applications are the responsibility of the Customer unless specifically detailed in this statement of work.

At the conclusion of this phase the Customer will have a clear understanding of the costs that will be incurred to implement the solution as well as a timeline for the complete deployment. Seller has the right to amend the project estimates based on the results of the Migration Planning.

BUILD AND TEST

PROVISION NEW OFFICE 365 TENANT

During the course of this project a new Office 365 tenant will be established and the appropriate, customer-provided licenses will be assigned to that tenant.

INSTALL ENTRA ID CONNECT

Entra ID Connect with password synchronization will be installed and configured. This will require a single customer-provided server instance running a Windows Server operating system version supported by Microsoft and Entra ID

SELLER LED EXCHANGE ONLINE CONFIGURATION

Seller will provide up to 6 hours to assist the Customer to create baseline policy to be used by all users in the organization to support the Customer's initial use of Exchange Online. Those policies may include:

- licensing assignment
- retention policies
- data loss prevention (DLP) policies
- Exchange Online Protection (EOP) settings
- Role-based access / admin assignments using built-in permission groups
- User access controls

During the Assessment and Validation project phases, third party or out of scope services may be discussed, but it will be the responsibility of the Customer to review, configure, or implement those services if required for project execution. It will be the responsibility of the customer to ensure the correct licenses are acquired to support the features they want to deploy.

If additional time for configuration is required a change order may be requested by the project team.

MULTI-FACTOR ENABLEMENT FOR END USERS USING M365 NATIVE MFA

Seller will set up Multi-Factor Authentication for user access to M365 resources using the native M365 capabilities. This functionality will be enforced by a single conditional access policy or via the per user based MFA enrollment settings.

It will be the responsibility of the Customer to ensure that end users have the required mobile devices or phone services to support M365 MFA options.

CUSTOMER ASSISTED EMAIL DELIVERABILITY AND REPUTATION CONFIGURATION

Seller will assist the Customer in either updating or creating new email reputation and authentication records. During this engagement the records will be set up and configured based on the known authorized email providers at the time of creation. It will be the responsibility of the Customer to adjust these records to meet the needs of the organization after the initial setup and configuration.

As a part of this engagement the Seller will support the following services:

- SPF
- DMARC
- DKIM

CONFIGURE HYBRID EXCHANGE FOR COEXISTENCE

Seller will configure the existing on-premises Exchange Server infrastructure in hybrid with Exchange Online.

The Seller will install and configure Exchange Hybrid on a new server. The customer will be responsible for providing a Windows Server with a supported version of the OS on which a new Exchange Server will be configured. Requirements of the Exchange Server include but are not limited to:

- TLS 1.2 enabled
- Outbound HTTP and HTTPS Connections to internet without a web proxy
- AD Domain Joined Server

Exchange Hybrid will be configured to support mailbox migration and mail flow only and the scope does not include the setup or support of free/busy, mailbox delegation, or any other features supported by Exchange Hybrid.

The customer will be responsible for providing the required number of Windows Servers with a supported version of the OS on which the migration tools will be installed.

Applications which depend on the legacy systems will not be migrated.

There are a multitude of factors which can impact the total number of servers that must be deployed. These factors will be discussed in detail during the Planning and Design sessions. If the outcome of the design stipulates a different number of servers than specified above will be required, then the hours associated with this component will need to be updated via a project change request.

MIGRATION

The Migration Phase will be executed based on the decisions and planning documented in the previous steps. The Migration Phase will require Customer and Seller resources working in concert to manage, track, and execute the migration plan as defined in the Migration Timeline documentation.

If the expected scope of the migration changes, a Change Order may be required to fully execute this migration. Common causes for changes in deployment estimates include:

- A significant number of new hires
- Changes to in scope migration objects after Migration Planning is completed
- Newly created or identified groups or shared resources
- Identifying unexpected technical dependencies
- Adding additional items to the scope of engagement
- Unexpected complexities above and beyond the intended scope
- Changes to number of anticipated migration waves
- Changes to number of domains being transitioned
- Large changes to the amount of data being migrated

It will be at the discretion of the Customer and project team to determine if a Change Order is required to proceed.

User migrations will take place in one (1) migration wave based on the output of the Migration Planning phase. A small test migration of up to 5 test user accounts can also be completed. Customer resources will be expected to be online and available both during the migration window and the following migration support windows. If Customer requirements determine additional waves or support hours are needed, a Change Order can be used to expand the scope of the engagement.

Resources and content up to the values listed below will be in scope for migration:

Resource	Resources/Content in Scope
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SMTP Domains	1
Count of migrating User mailboxes	127
Count of migrating Shared mailboxes	10
Count of migrating Resource mailboxes	4
Count of migrating Archive mailboxes	0
Count of migrating dynamic groups	1
Count of Transport Rules	12
Dynamic Distribution Groups	1
Total migrating mailbox data (GBs)	157
Total migrating Exchange native archive mailbox data (GBs)	0
Count of migrating Public Folders	N/A
Count of mail enabled Public Folders	N/A
Total migrating Public Folder data (GBs)	N/A
Count of Send Connectors	3
Count of Custom Receive Connectors	5

Deployment Support

Seller has allocated engineering hours as shown in the following table for Level 2 deployment support. Seller resources will be leveraged as escalation resources and will not be responsible for Level 1 support, tracking tickets or out of scope support items.

Support Type	Allocated Hours
General migration support hours	4

DECOMMISSIONING

After the completion of the Migration Phase and all production mailboxes have been transitioned to Exchange Online Seller will assist in the decommissioning of up to (1) server from that system. A single Exchange server that supports outbound mail flow to Exchange Online will be left in the Exchange environment for improved administration access and to provide additional mail routing options.

If applications are leveraging a decommissioned server to support mail flow to the internet or to Exchange Online, it will be the responsibility of the Customer to update those systems to leverage the remaining Exchange hybrid server.

PROJECT CLOSURE AND NEXT STEPS

At the project's conclusion, a closure meeting will be held with Customer and Seller (Delivery and Presales resources) to verify that all business and technical requirements of this engagement have been satisfied. If, during the engagement, next steps or recommendations have been discovered by Seller those options will be presented to Customer for future action.

PROJECT EXECUTION

Engaged engineers are expected to provide a minimum of eight (8) hours of project specific services each week until the project is completed unless the project is on hold or suspended. If the work week includes holidays or the CDW resource is otherwise unavailable, project minimums for the week will be reduced by two (2) hours for each day.

Engaged Project Managers are expected to provide a minimum of two (2) hours of project specific services each week until the project is completed unless the project is on hold or suspended. If the work week includes holidays or the CDW resource is otherwise unavailable, project minimums for the week will be reduced by up to half an hour (.5) hours for each day.

The customer may request a project be put on hold with written notification to the Seller team at least ten (10) business days prior to the start of the requested project hold. If the project hold exceeds ten (10) business days Seller may consider the project to be suspended.

Timelines to reactivate a suspended project will be subject to Seller's resource availability to re-engage. Seller will attempt to reengage the same resources based on availability, but there is no guarantee that the same resource will be assigned to the engagement. Suspended projects may also require a change order to reactivate to add additional cost to the engagement based on the discretion of the project team.

Seller reserves the right to place a project on hold or suspend it if the minimum weekly effort is not being met.

PROJECT ASSUMPTIONS

1. The internal/corporate network utilizes a single, continuous, fully routable private address space. Internal clients have direct access to internal servers. Internal systems are not directly accessible from public networks. External clients must establish connections to secure intermediary devices which will proxy or route connections to internal resources on the clients' behalf (VPN, terminal server, reverse proxy, etc.).
2. The configuration and management of all systems which will be involved in the project are under the control of your organization, either directly or through a third-party. The Seller may request configuration changes to these devices and Customer will implement these changes pending established change control procedures.
3. The Active Directory Domain Services, network, and all related infrastructure that need to interact with the solution are in a stable and supported state, sufficient to respect the timeline proposed in the project plan.
4. The Customer will have key technical resources available throughout the deployment process to assist the deployment team.
5. The cost of purchasing, designing, and supporting third-party applications required to support technical requirements is not included in this proposal.
6. Product licenses and/or subscriptions (Microsoft or non-Microsoft) will not be provided under this SOW. You are responsible for acquiring all necessary product licenses required as a result of this SOW.
7. All modifications requested after the signing of the contract will be managed using a Change Order.
8. If the customer is not providing full administrative access to the environment(s) Customer acknowledges that the price and duration of the project may be increased.

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9. The Seller's delivery methodology will form the basis of this project. Any variations to these processes will be mutually agreed to by us and Customer.
 10. Cost of Delay: The cost of all delays in Customer approval, issue resolution, and information provision to our team will be paid by Customer.
 11. External Dependencies: There may be 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.
 12. Content to be migrated meets all requirements and falls within the limits supported by the target environment and the migration toolset. Examples include file size limits, file names, etc.
 13. All hardware and software that will be implemented as part of this project or that will be configured during this engagement is covered under a vendor approved support lifecycle or contract.
 14. Customer is running Microsoft supported versions of on-premises services.
 15. Migration Service accounts will have MFA disabled as necessary to facilitate migration activities.
 16. Scope does not include planning or design documentation.
 17. All work will be 'best effort' in the hours provided in this Statement of Work
 18. 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.
 19. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.
 20. Customer will have at least 127 exchange online licenses that will be assigned to all transitioning user mailboxes.
 21. If your Exchange environment is more than 1 CU updates behind the latest release you may need to update your servers to support the migration.
 22. At the completion of the project Customer will be responsible for disabling or securing accounts created for the purposes of this project.
 23. Where possible, Seller recommends the use of Multi-Factor Authentication (MFA) for the accounts requiring access to client systems.
 24. Microsoft Azure consumption monthly billing totals may be affected by the Azure environment recommendations and/or changes made as a result of the services being performed during this engagement.

Customer Responsibilities

1. For eligible workloads regarding Claiming Partner of Record (CPOR), Customer will provide the required Tenant Domain name and Directory ID to Seller prior to work beginning.
2. Communicate all material project matters to Seller's contact person.
3. Third-party application compatibility and support.
4. Provide at least one qualified technical person with system administration responsibilities.
5. Provide qualified personnel at your location (or any other location designated by you where services are to be provided) to support your existing equipment.
6. Provide other full-time, qualified, knowledgeable personnel who will perform your obligations under this SOW; make timely decisions necessary to move performance of the services forward; participate in this project to the extent reasonably requested by Seller; and reasonably assist Seller with its performance of the services.
7. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the services.
8. All servers (physical or virtual), server hosts and network devices (including but not limited to gateways, load balancers, reverse proxies, session border controllers) to be utilized in the deployment will be procured, assembled, installed, and configured with the base operating system and network configuration prior to Seller consultants beginning work on those systems.
9. All software media and corresponding licenses and/or product keys will be provided to Seller consultants prior to implementation.

10. All required certificates will be procured prior to implementation and will be provided to the Seller consultant(s) or will be installed by your staff under the supervision of the Seller consultant(s).
11. If the solution drives configuration changes and/or upgrades to other systems in the environment, including but not limited to backup software, VDI, anti-spam/antivirus, archiving/journaling, security/firewall, PBXs, and/or other gateway products, these changes and the associated costs are not the responsibility of Seller.
12. Seller consultants will provide guidance on client (Outlook, mobile devices, multi-function printers, etc.) configuration, but will not be responsible for the installation of software or configuration of client devices.
13. Third-party migration tool procurement and related costs.

OUT OF SCOPE

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

1. Seller will not be conducting formal IT-Administration or end-user training. However, knowledge transfer is integral to our approach throughout execution of our methodology.
2. Step-by-step process and/or Build Documentation.
3. Assessment or remediation of existing infrastructure to support this solution (for example, Active Directory, network hubs, switches, routers, and so on).
4. Support of non-mail flow coexistence features (free busy, mailbox delegation, etc.) between Exchange On-prem and Exchange Online environments
5. Migration or support of third-party applications
6. Migration of archive data and any data outside the listed source or system including PST files.
7. Recovery of a tenant environment after expiration of trial periods and/or licenses.
8. Setup, configuration, and management of third-party identity federation services.
9. Microsoft 365 cloud applications and/or services not explicitly defined in the Project Scope (e.g., Planner, Sway, Stream/Video, etc.).
10. Third party applications such as cloud identity providers, messaging hygiene services, third-party cloud security services, fax server or voicemail system integration.
11. Level/Tier 1 end-user support during deployment.
12. Support or configuration of VDI environments supporting user profiles and content caching.

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

ITEM(S) PROVIDED TO CUSTOMER

Table 1– Item(s) Provided to Customer

Item	Description	Format
Migration Strategy	Document that outlines the migration strategy of moving in scope services to the target environment. Specific configurations made to the target environment are not included in this document.	Word/PDF
Implementation Plan	Project Task List detailing tasks for implementation of and migration to the new solution.	Microsoft Excel

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.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

Associate Project Manager

Seller will assign a project administration resource to perform the following activities within the Scope of the Project:

- Effectively manages project to scope, time and cost expectations.
- Helps ensure project timelines, dependencies, budget and risks are managed effectively and efficiently.
- When a change to a project occurs, the Seller's project change control process will be utilized.
- Facilitates administrative tasks, as necessary.
- Documents and distributes meeting notes/action items

Upon completion of the Services, CDW will submit a Completion Document to Customer. Customer will return the Completion Document in accordance with its instructions within five (5) business days from the date of receipt thereof. If Customer reasonably believes that CDW failed to substantially complete the Services in accordance with this SOW, Customer will notify CDW in writing of its reasons for rejection of the Services or any portion thereof within five (5) business days from Customer's receipt of the Completion Document. If CDW does not receive the signed Completion Document or written notification of the reasons for rejection within five (5) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

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 Seller's 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. The pricing included in 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 Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$21,495.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Signed SOW	50%	\$10,747.50
Completion of Implementation	50%	\$10,747.50
Totals	100%	\$21,495.00

Expenses

All services under this SOW will be performed remotely; therefore, 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 following locations (“Customer-Designated Locations”)

Location	Address
Grosse Pointe Woods Site	20025 MACK PLAZA DR, MI, MI 48236

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

CITY OF GROSSE POINTE WOODS

By: Connor Grimsley

By: Frank Schutte City Administrator

Name: Services Contracts Manager

Name:

Title: Services Contract Manager

Title: City administrator

Date: Oct 24, 2025

Date: Oct 24, 2025

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

20025 MACK PLAZA DR

Vernon Hills, IL 60061

GROSSE POINTE WOODS, MI 48236-2343