

# QUOTE CONFIRMATION



**DEAR CITY IT STAFF,**

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LBWL941	11/25/2019	KZQF487	5273869	<b>\$34,116.76</b>

**IMPORTANT - PLEASE READ**

**Special Instructions:** Installment Payments: City of Lynden must pay CDW the Total amount \$34,116.76; in the following installments:  
 Payment 1: \$ 12,670.68 (line items 1 and 2) due Net 30 from the invoice Date  
 Payment 2: \$10,723.04 will be invoiced January 15, 2021 and due Net 30 from the invoice Date  
 Payment 3: \$10,723.04 will be invoiced January 15, 2022 and due Net 30 from the invoice Date  
 Failure to pay any installment is a breach of the terms of Carahsoft Technology - Partner. Any fees paid will be non-refundable.

**QUOTE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">SPLUNK ENTERPRISE LICENSE</a> Mfg. Part#: SE-T-LIC-ST 5 GB/Day Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5092395	\$4,934.40	\$4,934.40
<a href="#">SPLUNK PRO SVCS</a> Mfg. Part#: PS-DAY-R Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	3	4504446	\$2,240.72	\$6,722.16
<a href="#">SPLUNK CONF USER ATTEND 3DAY +UNIV</a> Mfg. Part#: USER-CONF-3DAY-REG Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	2	4448412	\$0.00	\$0.00
<a href="#">SPLUNK ENTERPRISE LICENSE</a> Mfg. Part#: SE-T-LIC-ST 10 GB/Day Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5092395	\$9,864.80	\$9,864.80
<a href="#">SPLUNK ENTERPRISE LICENSE</a> Mfg. Part#: SE-T-LIC-ST 20 GB/Day Electronic distribution - NO MEDIA Contract: Washington NVP Software (ADSP016-130652 06016)	1	5092395	\$9,864.80	\$9,864.80

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$31,386.16
<b>Billing Address:</b> CITY OF LYNDEN ACCOUNTS PAYABLE 300 4TH ST PO BOX 650 LYNDEN, WA 98264-1905 <b>Phone:</b> (360) 778-1046 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$2,730.60
	<b>GRAND TOTAL</b>	<b>\$34,116.76</b>
	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>DELIVER TO</b>		
<b>Shipping Address:</b> CITY OF LYNDEN NIC MIENER 300 4TH ST LYNDEN, WA 98264-1905 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Maurice Dixon

(866) 682-3459

maudixo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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# STATEMENT OF WORK

<b>Project Name:</b>	Professional Services	<b>Seller Representative:</b>
<b>Customer Name:</b>	City of Lynden	Maurice Dixon 312-705-8811 maudix@cdwg.com
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Created Date:</b>	November 21, 2019	<b>Solution Architect:</b>
<b>Version:</b>	1	Partner

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

## PROJECT DESCRIPTION

### PROJECT SCOPE

Provider will provide general consulting services to Customer. There are no predefined specific tasks for the project and the services will be considered completed at the end of 3 days. If so required, Provider and Customer shall mutually agree to specific tasks and/or changes to this SOW via the Change Order process as set forth in the Agreement.

The services may include but shall not be limited to the following:

- Installation and configuration of the agreed upon Splunk architecture
- Upgrade of the core Splunk environment and applications
- Technical assessment of the existing Splunk environment
- Onboard data sources
- Create searches, reports, alerts or dashboards
- Install Splunk applications, e.g., Splunk App for Enterprise Security, Splunk Add-on for Unix and Linux or Splunk DB Connect

### ASSUMPTIONS

The above estimates of time for each task are based on certain assumptions:

1. Durations are estimated, and work will be performed and delivered on a Time and Materials basis.
2. Reasonable network and system access to configure servers, install forwarders, configure source devices, read logs, access data and applications, and allow necessary inter-system communication is all made available to Provider resources in a timely fashion.
3. Customer resources with appropriate knowledge of requirements and resources are available during the requirements phase.
4. Customer resources with functional and domain knowledge are available for feedback and consultation during implementation of reporting and searching.

### DELIVERY MANAGEMENT

Provider Professional Services assigns an Engagement Manager to each services project. The Engagement Manager is responsible for the following:

- Scoping and discovery of the project.

- General project oversight.
- Point of escalation for any services specific issues.
- Primary point of contact for the Customer.
- Time completion approval.

## EXPIRATION

All prepaid Professional Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused Professional Services will expire; no refunds will be provided for any remaining pre-paid unused Professional Services.

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

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$6,722.16 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 3 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Consultant (Remote) – Daily	\$2,240.72	3	\$6,722.16
<b>Estimated Totals</b>		<b>3</b>	<b>\$6,722.16</b>

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

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

## EXPENSES

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

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

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

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“Customer Components”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

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

## PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at [www.cdwg.com](http://www.cdwg.com) (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

## CDW Government LLC

## City of Lynden

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Mailing Address:

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

### Mailing Address:

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

### Billing Contact (If different than above):

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_



# EXHIBIT A.

## CUSTOMER-DESIGNATED LOCATIONS

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

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
City of Lynden 300 4th St Lynden, WA 98264-1905	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work