

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Dane Norman

From: Grant Ewert, Drawer No. AS04

Dept: Information Technology Ext. 7500

Date: 02/03/2026

Request (in detail): _____

Polk County is requesting staff aug services through CDW-G. IT is working on numerous projects with CDW-G, and they have the bandwidth to assist us. We've seeked assistance through 22nd and recruiting through Human Resources, thus far they were unable to provide a candidate that provided the skill level we are seeking. CDW-G is familiar with our environment and can quickly provide services under IT's direction. We are requesting legal review of the attached SoW to proceed with this engagement.

*Grant -
This is good to go. No legal concerns.
Thanks,
Dane 2/13/26*

Please indicate any time limits involved and attach all necessary documentation.

County Attorney

FEB 05 2026

For County Attorney office use only:

Assign to: Dane Date: _____

County Attorney Project No.: 226-88

Logged out: 2-16-26



STATEMENT OF WORK

Project Name:	DV TS Polk County – Network Project	Seller Representative:
Customer Name:	Polk County, A Political Subdivision of the State of Florida	Anson Hira
CDW Affiliate:	CDW Government LLC	+1 (689) 2726088 anson.hira@cdwg.com
Date:	February 20, 2026	Digital Velocity BDM:
Drafted By	Chris Garman	Erica Goonen

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 Polk County, A Political Subdivision of the State of Florida (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell 121923-CDW Technology Products and Services with Related Solutions Agreement between CDW Government LLC and Sourcewell effective March 13, 2024 (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:

Seller will provide Customer with one (1) Solutions Architect to assist Customer with a network enhancement project.

The following project requirements are detailed below.

- Develop, test, and maintain web applications using modern front-end and back-end frameworks.
- Collaborate with cross-functional teams to design, develop, and deliver high-quality software solutions.
- Translate business requirements into technical specifications and solutions.
- Lead and participate in code reviews, ensuring code quality, best practices, and security standards.
- Design and implement scalable, robust, and maintainable application architecture.
- Create and maintain technical documentation.
- Optimize application performance, scalability, and reliability.
- Mentor and guide junior developers, fostering a culture of continuous learning.
- Lead Agile project management processes, including sprint planning, backlog refinement, retrospectives, and daily stand-ups.
- Stay up-to-date with emerging technologies and industry trends to suggest improvements and innovations.

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.
- Customer will provide timely review and approval of weekly timesheets, in accordance with pay periods. Unapproved timecards will be considered automatically approved if Customer fails to approve timecard within 3 business days of being notified that timecard is ready to approve. Such approval of timesheets and hours shall constitute as acceptance of services provided by Seller.
- 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.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

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 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 \$135,200.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 1,040 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).

Unit Type	Unit Rate	Billable Units	Subtotal
Solutions Architect – Per Hour	\$130.00	1,040	\$135,200.00
Estimated Totals		1,040	\$135,200.00

NON-SOLICITATION

Under no circumstances and notwithstanding anything to the contrary, Customer shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of the Solutions Architect to leave the employ of Seller, or hire or engage such Solutions Architect.

EXPENSES

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.

Travel time will not be billed for this project.

Travel Notice

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 following locations (“Customer-Designated Locations”)

Location	Address
HQ	330 W Church St, FL 5, Bartow, FL 33830

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

Polk County, A Political Subdivision of the State of Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____