

PRESIDIO®



SoV DoC Wireless Deployment

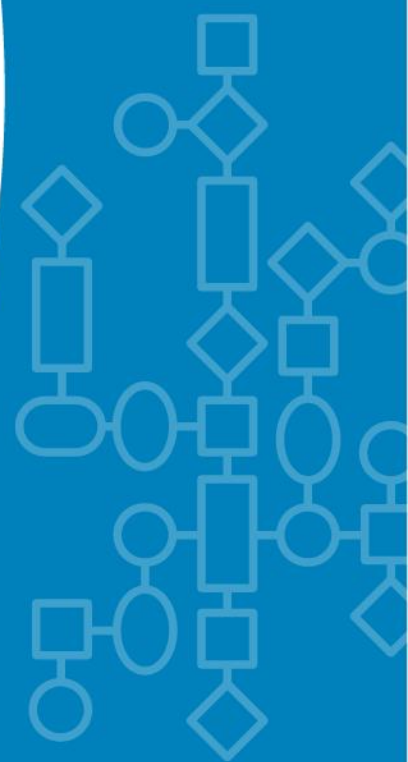
STATEMENT OF WORK

STATE OF VERMONT

February 1, 2023

Opportunity#: 1001722030377

SOW#: RQ-144409-V2.0



PROPOSAL TEAM

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REVISION HISTORY

Revision	Revision Date	Name	Notes
V1.0	January 31, 2023	Rob Iannacone	First Client Release
V2.0	February 1, 2023	Rob Iannacone	First Client Release

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The scope and pricing are valid for 60 days unless otherwise noted.

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions, LLC (“Presidio”) is pleased to propose the following solution to State of Vermont (“Client”). This Statement of Work (“SOW”) defines the tasks to be performed and the responsibilities of Presidio and Client.

Presidio will be providing some of the Project Services described herein through its subcontractor Velaspan (“Velaspan” or “Supplier”). Any reference to Velaspan or Supplier in this SOW will also be a reference to Presidio.

1.2. Solution and Approach Overview

The State of Vermont, Department of Corrections (DoC) is looking to enhance connectivity by deploying wireless internet connection within their six (6) DoC facilities.

SoV DoC currently uses an Offender Management System throughout the facilities via PCs and laptops connected to Ethernet ports. A robust wireless infrastructure is required to allow correctional officers to access systems via untethered handheld devices. Additionally, the DoC may need to have wireless access the current Electronic Health Record (EHR) system for Health Services to be performed within the facilities.

Objectives of this SOW are to complete the staging, installation, and deployment of the wireless network as previously scoped, based on wireless surveys completed by Supplier.

1.3. Locations

Work will be done for the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City, State ZIP	On-Site/Remote Services
Northeast Regional Correctional Facility	1270 US-5	St. Johnsbury, VT 05819	Remote/Onsite
Northern State Correctional Facility	2559 Glen Road	Newport, VT 05855	Remote/Onsite
Northwest State Correctional Facility	3649 Lower Newton Road	Swanton, VT 05488	Remote/Onsite
Chittenden Regional Correctional Facility	7 Farrell Street	South Burlington, VT 05403	Remote/Onsite
Southern State Correctional Facility	700 Charlestown Rd.	Springfield, VT 05156	Remote/Onsite
Marble Valley Regional Correctional Facility	167 State Street	Rutland, VT 05701	Remote/Onsite

2. SCOPE OF WORK

2.1. Project Scope

2.1.1. Planning and Design Phase

- 2.1.1.1. Supplier to compete a planning and design session(s) with Department of Corrections network team to review all requirements to complete the scope of work defined.
- Review BOM and complete inventory verification/order status.
 - Review licenses and acquire smart account info
- 2.1.1.2. Supplier to review any current documentation, configuration, diagrams, and surveys provided
- 2.1.1.3. DoC to provide Presidio with onsite and remote access to equipment as required based on DoC 3rd party vendor access policy.
- 2.1.1.4. Supplier to complete staging document and a final design document and diagram for wireless deployment

2.1.2. Staging & Installation

- 2.1.2.1. Equipment covered in staging and Installation
- Up to twelve (12) Cisco 9800 WLCs
 - Up to twenty-four (24) Cisco 9K series Catalyst switches
 - Up to three hundred and twenty-seven (327) Cisco 9K series APs
- 2.1.2.2. Presidio to complete staging of all equipment listed above
- Staging will be completed at Presidio staging facility
 - Staging to be completed by Presidio staging engineer – assigned wireless engineer to provide configuration templates and firmware requirements
- 2.1.2.3. Staging to include
- Bench, Assemble, DOA Check, Label, Software/Firmware (IOS) Install, Load Config
- 2.1.2.4. Presidio to complete installation of all equipment listed above
- 2.1.2.5. Installation to be completed by Presidio Field Services
- See Section 2.2 Presidio Field Services for details

2.1.3. Configuration

- 2.1.3.1. Installation to be completed by Supplier
- See Section 2.3 Supplier SoW or details

2.1.4. Deployment & Migration

- 2.1.4.1. Deployment to be completed by Supplier
- See Section 2.3 Supplier SoW or details

2.1.5. Documentation & Knowledge Transfer

- 2.1.5.1. Documentation & Knowledge Transfer to be completed by Supplier
- See Section 2.3 Supplier SoW or details

2.2. Presidio Field Services

2.2.1. PFS Responsibilities

- 2.2.1.1. Assign project team members that will oversee all field service logistics and provide updates to designated State of Vermont Project Manager.

- Participate in all project planning and reoccurring status meetings/calls.
- Collaborate with all critical project stakeholders and create deployment schedule for approval
- Qualify field technicians to ensure technical aptitude meets SoW objectives.
 - Skill Set Required – NET-L2 - Equipment deployment, Deployments, Office Closings and moves, Configuration loading (with remote Eng. support), IOS upgrades, circuit turn-up and testing.
- Coordinate technician dispatch and provide technician lead contact information to State of Vermont team as needed.
- Perform pre-dispatch readiness tasks including:
 - Site readiness pre-calls five (5) days in advance of install to confirm upcoming installation date
 - Site readiness pre-calls two (2) days in advance of install to confirm upcoming installation date as well as verify proof of delivery of installation equipment.
 - Perform 24hr pre-calls to all technicians assigned
- Perform day of tasks including:
 - Perform 1hr pre-calls to verify technician arrival time will not be compromised
 - Verify technician arrival
 - Perform technician departure tasks including basic information gathering to ensure end of job for associated trip has been met.
- Perform post-dispatch tasks including:
 - Collection and submission of all deliverables per SoW requirements to PRESIDIO PM or designated party.
 - If authorized, execute post installation customer satisfaction surveys, and provide results on a weekly basis throughout the duration of the deployment project

2.2.2. PFS Scope of Work

2.2.2.1. PFS will perform the following tasks during normal business hours (NBH) 8AM-5PM Mon-Fri

- Check in with Site Contact and explain the tasks to perform.
- Complete a walk around with onsite personnel and document areas that will require access.
- Report all issues to Project Manager/Coordinator.
- PFS technician should be equipped with the following: Laptop, Console Cable, 3/4G LTE cell phone, Hotspot, or capability to use Cell phone as one and basic hand tools.
- Un-box new device(s) and rack device(s) per customer provided rack elevation patching documentation.
- PFS technicians will install listed network quantities per locations listed below.
- PFS technician will rack all equipment per location and connect to PDU's/UPS or local power.
- PFS technician will check equipment to ensure it is powering up properly.
- PFS technician will patch new wireless access point locations (AP/cabling/patching Ap side conducted by others) per location quantities below.
- PFS technicians will check for green light on switch to show Ap connections. Any locations that do not connect will be documented and provided to customer for cable contractor to troubleshoot. PFS technicians will not troubleshoot cabling or ap connections throughout facility.
- PFS technician will work with Presidio remote engineer to test equipment and ensure it is connected to the network and functioning properly.
- All trash will be discarded in customer provided dumpster.
- NO PATCH CABLES ARE INCLUDED.
- Check out with site contact and Presidio Helpdesk.

2.2.2.2. Equipment to be deployed per location

- Northeast Regional Correctional Facility - 1270 US-5 St. Johnsbury, VT 05819
 - (2) 1U Cisco 9800 WLC
 - 1U Cisco 48port switch
 - 1U Cisco 24port switch
 - (45) APs to be patched
- Northern State Correctional Facility - 2559 Glen Road Newport, VT 05855
 - (2) 1U Cisco 9800 WLC
 - 1U Cisco 48port switch
 - 1U Cisco 24port switch
 - (5) 1U Cisco 12port switch
 - (125) APs to be patched
- Northwest State Correctional Facility - 3649 Lower Newton Road Swanton, VT 05488
 - (2) 1U Cisco 9800 WLC
 - (2) 1U Cisco 24port switch
 - (2) 1U Cisco 12port switch
 - (61) APs to be patched
- Chittenden Regional Correctional Facility - 7 Farrell Street South Burlington, VT 05403
 - (2) 1U Cisco 9800 WLC
 - 1U Cisco 48port switch
 - 1U Cisco 24port switch
 - (51) APs to be patched
- Southern State Correctional Facility - 700 Charlestown Rd. Springfield, VT 05156
 - (2) 1U Cisco 9800 WLC
 - (2) 1U Cisco 48port switch
 - (3) 1U Cisco 24port switch
 - (111) APs to be patched
- Marble Valley Regional Correctional Facility - 167 State Street Rutland, VT 05701
 - (2) 1U Cisco 9800 WLC
 - 1U Cisco 48port switch
 - 1U Cisco 12port switch
 - (34) APs to be patched

2.2.3. PFS Assumptions

2.2.3.1. SCOPE OF WORK ASSUMPTIONS:

- Unless previously agreed upon in writing, all work to be done during normal business hours 8AM-5PM Mon-Fri.
- PFS responsibility is to provide qualified technicians and to work with State of Vermont to establish an acceptable schedule for the hours to be worked. PFS to have schedule input and will make all reasonable efforts in meeting schedule State of Vermont.
- State of Vermont DoC will provide all required physical access to the facility (identification badge, escort, parking decal, and so forth), as required by the Client's policies; and will provide all required functional access (passwords, IP address information, and so forth), as required for Presidio to complete the tasks.
- No special COVID requirements have been provided. If COVID testing is required prior to being onsite, a PCR will be created for the technicians to be tested.
- No special security requirements have been provided. If additional security requirements are required prior to being onsite, a PCR will be created for the technician's time.

- State of Vermont DoC will validate the site readiness prior to the dispatch of PFS technicians to perform the services being contracted. Appropriate physical access and power will be available prior to technician's arrival.
- All labor quoted is based upon all work areas being accessible and ready for PFS to access during the project specified arrival times.
- State of Vermont DoC will be responsible to provide the PFS technicians access to necessary locations or to provide an escort.
- Supplier will be responsible to provide an Installation Guide with the necessary connectivity information for the devices that PFS needs to locate and/or identify and install.
- State of Vermont DoC will provide PFS with a single point of contact with the authority and the responsibility for issue resolution and the identification, coordination, and scheduling of appropriate Client personnel to participate in the implementation of the SOW.
- Electrical work is not included in this scope of work.
- Tech overtime is not included.
- No design will be required by the PFS technicians.
- Installation assumes Non-Union and non-prevailing wage labor.
- No Permits or Licenses required by PFS.
- All work areas are assumed to be in an asbestos free environment and 100% free of hazardous materials.
- Any non PFS related install aborts 8 hours prior to scheduled time will be billed at \$495.00 per instance per technician and may incur additional T&M rate fees if technician is already dispatched
- If, in Presidio's reasonable discretion, completion of one or more of a project's milestones are subject to a material delay due to factors outside of Presidio's control, Presidio may invoice Client a prorated amount for work performed which reflects Presidio's current progress toward completing the milestone(s) at the time of any such delay.
- Pricing is based upon equipment list above. Any additional equipment and patch requested will be considered a PCR to the project.
- Project is LABOR ONLY.
- State of Vermont DoC to provide escort to provide ease of access to network closets.
- Any issues beyond control of PFS requiring troubleshooting to be billed as Project Change Request (PCR).

2.3. Supplier SoW

2.3.1. Managed Deployment

2.3.1.1. Supplier will provide remote managed deployment services to assist SoV DoC in the deployment of 9800 wireless controllers at 6 facilities located Vermont. The goal of this service is to provide remote cutover assistance for each facility in scope and provide assistance to the cable installation vendor and other network service providers responsible for the physical installation of the WLAN equipment in scope of the project. The goal of the managed deployment services will be to ensure the WLAN is installed and configured properly based on the original site survey report.

2.3.1.2. The following tasks may be included as part of this engagement:

- Discovery
 - Remote planning to determine logical configuration
 - Remote planning to determine policies/profiles/tags/QoS/etc.
- Configuration
 - Remote 9800 configuration (QTY 12)
 - Design documentation:
 - Logical configuration

- Policies/profiles/tags/QoS/etc.
- Finalizing Configuration
 - WLC preparation
 - Confirm configuration
 - Final testing
- Cutover # 1 – Northwest State Correctional Facility (NWSCT)
 - AP adoption
 - Remote client communications
 - Basic WLAN functionality testing
 - Association/authentication/DHCP/DNS
- Cutover # 2 – Northern State Correctional Facility (NSCP)
 - AP adoption
 - Remote client communications
 - Basic WLAN functionality testing
 - Association/authentication/DHCP/DNS
- Cutover # 3 – Chittenden Regional Correctional Facility (CRCF)
 - AP adoption
 - Remote client communications
 - Basic WLAN functionality testing
 - Association/authentication/DHCP/DNS
- Cutover # 4 – Marble Valley Regional Correctional Facility (MVRCF)
 - AP adoption
 - Remote client communications
 - Basic WLAN functionality testing
 - Association/authentication/DHCP/DNS
- Cutover # 5 – Northeastern Regional State Correctional Facility (NECC)
 - AP adoption
 - Remote client communications
 - Basic WLAN functionality testing
 - Association/authentication/DHCP/DNS
- Cutover # 6 – Southern State Correctional Facility (SSCF)
 - AP adoption
 - Remote client communications
 - Basic WLAN functionality testing
 - Association/authentication/DHCP/DNS
- Final Documentation and Closeout
 - As-built documentation
 - Service transition process
 - Final closeout

2.3.2. Post Installation Site Survey

2.3.2.1. Supplier will execute the post installation survey verifying connectivity and coverage. This work should be completed after the wireless network is deployed and is operational. The information gathered for each installed area is compiled into a report detailing the actual coverage areas for each access point. The areas to be included in the wireless post installation survey are defined in section 2.3.4 below.

2.3.3. HyperCare Support

2.3.3.1. Supplier will provide remote and on-site support and troubleshooting services following completion of the Cisco WLAN equipment cutover and for a total of a four-week supported term for each facility in scope (6 locations) as detailed in section 1.4 below. Supplier will provide 1 day of onsite support for each facility in scope as required. Onsite support will be available during normal business hours of Monday through Friday, 8 AM to 6 PM. In the event of delays, VTDOC's equipment will not be supported outside of the guidelines as defined in this SOW. The overall goal of HyperCare is to deliver a functional and optimized network for VTDOC following the RF design and managed deployment phases.

2.3.3.2. Support services will provide remote troubleshooting or testing as required and will include:

- Tier-2 telephone support to VTDOC's existing helpdesk and IT staff.
- Support of VTDOC's new WLAN infrastructure quantities based on the RF Site Survey.
- Monday through Friday, 8 AM to 6 PM Eastern Time support hours with twenty-four hours or less response for all support incidents

2.3.4. Project Scope

2.3.4.1. The scope of the engagement is limited to the indoor areas identified in the table below for the following VTDOC facilities:

- Northwest State Correctional Facility (NWSCT) – 3649 Lower Newton Rd, Swanton, VT 05488
- Northern State Correctional Facility (NSCP) – 2559 Glen Rd, Newport, VT 05855
- Chittenden Regional Correctional Facility (CRCF) – 7 Farrell St, South Burlington, VT 05403
- Marble Valley Regional Correctional Facility (MVRCF) – 167 State St, Rutland, VT 05701
- Northeastern Regional State Correctional Facility (NECC) – 1266-1270 US Route 5, St. Johnsbury, VT 05819
- Southern State Correctional Facility (SSCF) – 700 Charlestown Rd, Springfield, VT 05156

2.3.4.2. Required Coverage Areas:

- Northwestern State Correctional Facility
 - Main Building (2) Floors
 - Indoor Area ~ 66,630 square feet
- Northern State Correctional Facility
 - A Building (1) Floor
 - Indoor Area ~39,796 square feet
 - B Building (1) Floor
 - Indoor Area ~18,284 square feet
 - C Building (2) Floors
 - Indoor Area ~18,731 square feet
 - D Building (2) Floors
 - Indoor Area ~18,731 square feet
 - E Building (2) Floors
 - Indoor Area ~19,067 square feet
- Chittenden Regional Correctional Facility
 - Main Building (1) Floor
 - Indoor Area ~ 53,875 square feet
- Marble Valley Regional Correctional Facility
 - Main Building (2) Floors
 - Indoor Area ~ 35,709 square feet
 - Education Building (1) Floor
 - Indoor Area ~ 2,400 square feet

- Training Building (1) Floor
 - Indoor Area ~ 2,400 square feet
- Northeastern Regional State Correctional Facility
 - Main Building (2) Floors
 - Indoor Area ~ 36,511 square feet
 - Program Building (2) Floors
 - Indoor Area ~ 2,541 square feet
- Southern State Correctional Facility
 - Main Building (1) Floor
 - Indoor Area ~ 59,550 square feet
 - Housing Unit A (2) Floors
 - Indoor Area ~ 22,100 square feet
 - Housing Unit B (2) Floors
 - Indoor Area ~ 28,400 square feet
 - Housing Unit C (2) Floors
 - Indoor Area ~ 21,150 square feet
- Total Square Footage ~ 445,855

2.4. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
Staging Document	PDF
Design Document & Diagram	PDF/Visio
Testing & Deployment Document	PDF
As-Built Documentation	PDF
Post Installation Site Surveys	PDF

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five business days, the Presidio Project Team will make the agreed upon revisions and will, within five business days, re-submit the updated version to Client.
- At that time Client has five business days to review and request changes for the final document. If no written response is received from Client within five business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

2.5. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule, and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Remote kickoff meeting
- Planning and design session facilitation
- Deliverable/milestone tracking (High-Level Plan)
- Resource scheduling and oversight
- Subcontractor oversight – Wireless Implementation and Cabling Contractors
- Escalation facilitation
- Working calls as required
- Regularly scheduled status meetings
- Agenda, meeting minutes, and risk/issue/action item tracking
- Scope/budget Management
- Project closeout

2.6. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skillsets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to Client and utilizes the appropriate resource for the task required.

2.6.1. Presidio Engineering Resources

- **Practice Manager(s)** – the technical manager and regional team lead of the field consulting team. The Practice Manager provides resource and technical oversight assistance to the Project Manager and ensures availability of technical resources and escalation paths for field consultants.
- **Architect/Senior Engineer(s)** – the technical escalation points for Engineer(s) and Project Oversight teams. An Architect or Senior Engineer is a subject matter expert within a certain technology or field. This senior-level resource will be the principal technical resource for the engagement and will have ownership of the final deliverables.
- **Engineer(s)** – one or more individuals assigned to complete technical project tasks. Assignment of these resources depends upon the skillset of the task(s) and the timeline(s) within which the task(s) must be completed. These individuals report directly to the Project Manager for task assignment updates and to the Practice Manager or Architect/Senior Engineer for technical escalation needs.

The following Presidio resources will be engaged on this project:

- Staging Technician
- Presidio Files Services Tech
- Architect
- Supplier Wireless Engineer (Contractor)

Contact information for the project team personnel will be distributed by the Project Manager.

2.6.2. Client Resources

Throughout the project, Client resources may be required for completion of specific tasks, providing key information or data, oversight, review, and approvals. The responsibilities of Client are outlined in this document.

The following Client resources will be engaged on this project:

- Network Engineer
- Facilities Manager

Contact information for the project team personnel will be distributed by the Project Manager.

2.7. Project Change Request Process

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule, or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope including, but not limited to, the following will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW, or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Changes required to existing infrastructure components, not called out in this Statement of Work, including patching and/or reconfiguration.
- Remedial work for the resolution of issues that existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).
- Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made “after” releasing the system or “after” a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If 24-hour notice is not provided, charges may be applied.

3. ASSUMPTIONS AND RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation to which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. Client has read and agrees with all items contained or omitted within this Statement of Work.
2. This SOW supersedes any previous scope discussion or agreement including "Vision Deck" PowerPoint proposals, emails, or verbal communications.
3. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.
4. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
5. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
6. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies.
7. Presidio may engage subcontractors and third parties in performing a portion of this work.
8. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
9. Some activities included in this project may be performed on Presidio's premises.
10. Not all features or functions of the installed system are included in the scope of this engagement.
11. Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
12. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.

3.2. PFS Assumptions

1. Unless previously agreed upon in writing, all work to be done during normal business hours 8AM-5PM Mon-Fri.
2. PFS responsibility is to provide qualified technicians and to work with State of Vermont to establish an acceptable schedule for the hours to be worked. PFS to have schedule input and will make all reasonable efforts in meeting schedule State of Vermont.
3. State of Vermont DoC will provide all required physical access to the facility (identification badge, escort, parking decal, and so forth), as required by the Client's policies; and will provide all required functional access (passwords, IP address information, and so forth), as required for Presidio to complete the tasks.
4. No special COVID requirements have been provided. If COVID testing is required prior to being onsite, a PCR will be created for the technicians to be tested.
5. No special security requirements have been provided. If additional security requirements are required prior to being onsite, a PCR will be created for the technician's time.

6. State of Vermont DoC will validate the site readiness prior to the dispatch of PFS technicians to perform the services being contracted. Appropriate physical access and power will be available prior to technician's arrival.
7. All labor quoted is based upon all work areas being accessible and ready for PFS to access during the project specified arrival times.
8. State of Vermont DoC will be responsible to provide the PFS technicians access to necessary locations or to provide an escort.
9. Supplier will be responsible to provide an Installation Guide with the necessary connectivity information for the devices that PFS needs to locate and/or identify and install.
10. State of Vermont DoC will provide PFS with a single point of contact with the authority and the responsibility for issue resolution and the identification, coordination, and scheduling of appropriate Client personnel to participate in the implementation of the SOW.
11. Electrical work is not included in this scope of work.
12. Tech overtime is not included.
13. No design will be required by the PFS technicians.
14. Installation assumes Non-Union and non-prevailing wage labor.
15. No Permits or Licenses required by PFS.
16. All work areas are assumed to be in an asbestos free environment and 100% free of hazardous materials.
17. Any non PFS related install aborts 8 hours prior to scheduled time will be billed at \$495.00 per instance per technician and may incur additional T&M rate fees if technician is already dispatched
18. Pricing is based upon equipment list above. Any additional equipment and patch requested will be considered a PCR to the project.
19. Project is LABOR ONLY.
20. State of Vermont DoC to provide escort to provide ease of access to network closets.
21. Any issues beyond control of PFS requiring troubleshooting to be billed as Project Change Request (PCR).

3.3. Supplier Assumptions

1. Scaled floor plans will be provided in electronic format in advance of the onsite work.
2. Customer will provide a point of contact for the duration of the project.
3. Supplier to be provided with a VPN account to complete remote configuration tasks.
4. Cutovers must be scheduled in advance in coordination with Supplier project management.
5. All electrical work (if applicable) will be complete prior to Supplier arriving onsite.
6. Customer will provide advance notification of any site-specific requirements such as medical inoculations, medical tests, and safety training.
7. Customer will provide an electric lift for each onsite engineer for open ceiling areas greater than fifteen feet. A lift driver will also be provided if required by Customer and/or site safety regulations
8. Restricted areas will need to be scheduled by the customer. Delays that prevent Supplier from accessing required areas during the predefined time may result in additional time and cost required to complete the survey.
9. Access to standard office equipment (phones, copiers, fax) and a storage area for equipment used during the project will be provided if Supplier is onsite for multiple days.
10. Work will be performed during normal business hours.
11. Travel, lodging and other normal and customary expenses are not included in the project cost and will be billed as incurred.
12. All additional work or uncontrollable circumstances, including denied access to building areas, will be documented, and submitted as a change order to this statement of work

3.4. Client Responsibilities

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
2. Participate in any required design sessions or workshops.
3. Provide or procure all appropriate hardware, software, licensing, and media required for implementation of the SOW.
4. Supply current equipment configuration for review if applicable.
5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
7. Dispose of all retired equipment as part of this project.
8. If on-site services are required, provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
9. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
10. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
11. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.), as well as electrical and spatial needs and required antivirus software.
12. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
13. Verify operation of the installed/upgraded equipment.
14. Provide Presidio administrator access on appropriate devices for the completion of the engagement.

15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
16. Provide remote access for troubleshooting and configurations related to the project – preferably VPN access, as necessary.
17. Provide requested documentation or information needed for the project within two business days, unless otherwise agreed to by all parties.
18. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
19. Ensure all Category 5 (Cat 5) (or higher) and fiber cable infrastructure is in place and tested for all sites.
20. Provide patch cables and complete necessary fiber or Cat 5 cable terminations to patch panels for new switching and routing infrastructure.

4. PRICING

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

Milestone Name	Amount
Project Initiation	\$78,000.00
Equipment pre-staged (WLCs, APs, & Switches)	\$19,500.00
Northeast Regional Correctional Facility Execution	\$39,000.00
Northern State Correctional Facility Execution	\$58,500.00
Northwest State Correctional Facility Execution	\$39,000.00
Chittenden Regional Correctional Facility Execution	\$38,000.00
Southern State Correctional Facility Execution	\$39,000.00
Marble Valley Regional Correctional Facility Execution	\$58,500.00
Project Closure	\$19,500.00
Total:	\$390,000.00

4.1. Payment Terms

- PFS out of scope pricing description (Out of Scope)-expenses not included.
- Hourly Rate Normal Business Hours (NBH) for our OOS/Delay Wait, per tech \$130/hr.
- Revisit Rate Normal Business Hours (2 hour minimum), per tech \$495 for first 2 hrs., \$130/hr. thereafter
- Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones.
- If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work.
- If, in Presidio's reasonable discretion, completion of one or more of a project's milestones are subject to a material delay due to factors outside of Presidio's control, Presidio may invoice Client a prorated amount for work performed which reflects Presidio's current progress toward completing the milestone(s) at the time of any such delay.
- Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

4.2. Travel and Expenses

4.2.1. PFS

Travel and incidental expenses incurred by PFS in association with the execution of this SOW are NOT included in the amounts listed above and are to be reimbursed to Presidio by Client at actual cost within 30 days of submission of invoice to Client. The expenses are estimated at \$1,600.00 USD

4.2.2. Supplier

Travel and incidental expenses incurred by Supplier in association with the execution of this SOW are NOT included in the amounts listed above and are to be reimbursed to Presidio by Client at actual cost within thirty (30) days of submission of invoice to Client. The expenses are estimated at \$10,500.00 USD

5. TERMS AND CONDITIONS

The following terms and conditions shall govern this Statement of Work (SOW) unless a valid Master Services & Product Agreement between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this SOW.

1. Purchase Orders, Invoicing, Payment, and Acceptance. Any purchase order submitted by State of Vermont "Client" in connection with this SOW shall be deemed subject to these Additional Terms and this SOW. Unsigned, electronically submitted purchase orders shall be deemed to include Client's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, Client agrees that its signature below grants Presidio the right to invoice Client and authorizes payment to Presidio for the amounts owed. Further, Client represents that Presidio can rely on such Client signature for payment.

Presidio shall invoice Client for the Services in accordance with the terms stated in the SOW. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that Client pays using a credit card or debit card.

Client shall make payment to Presidio within 30 days from the date of invoice. Except for taxes due on Presidio's net income, Client shall pay all taxes. Presidio reserves the right to bill Client for additional work requested by Client and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this SOW.

Unless otherwise indicated in this SOW, Client agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this SOW, Projects shall be deemed accepted upon the earlier of Presidio's receipt of a signed Milestone Completion and Acceptance document which has been signed and dated by an authorized representative of Client, or 10 calendar days from the date of the delivery of the milestone deliverable. If acceptance is refused, Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the Ten (10) calendar day period. Presidio shall address the issue before subsequent work is undertaken.

Limitations of Warranties. PRESIDIO WARRANTS THAT SERVICES SHALL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. WITH RESPECT TO SERVICES PERFORMED BY PRESIDIO, PRESIDIO WARRANTS TO CLIENT, THAT THE SERVICES RENDERED SHALL BE PERFORMED IN A SKILLFUL AND PROFESSIONAL MANNER COMMENSURATE WITH THE REQUIREMENTS OF THIS EFFORT. CLIENT SHALL NOTIFY PRESIDIO IN WRITING WITHIN 30 DAYS AFTER COMPLETION OF THE SERVICES IN QUESTION WHEN ANY OF THE SERVICES FAIL TO CONFORM TO THE STANDARD OF CARE SET FORTH IN THIS AGREEMENT. THE PASSAGE OF THE 30-DAY PERIOD AFTER COMPLETION OF THE SERVICES WITHOUT THE NOTIFICATION DESCRIBED HEREIN SHALL CONSTITUTE CLIENT'S FINAL ACCEPTANCE OF THE SERVICES. TROUBLESHOOTING AND RECONFIGURATION DUE TO CHANGES TO THE CONFIGURATION BY CLIENT AFTER DELIVERY WILL REQUIRE THE PREPARATION OF A BILLABLE CHANGE ORDER AND PRESIDIO WILL USE ITS BEST EFFORTS TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE REQUIRED THEREAFTER ON A TIME AND MATERIALS BASIS AS SOON AS RESOURCES ARE REASONABLY AVAILABLE. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. Intellectual Property. Client acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes, and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to Client as part of the Services provided shall be subject to the vendor's, licensors or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for Client's internal use only, subject strictly to the terms and conditions of this Agreement and shall terminate upon termination or expiration of this Agreement. Client shall not duplicate, use, or disclose for the benefit of third parties, reverse engineer or decompile any such software.
3. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "Client"

lists or other "Client" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this SOW. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information, but with no less than a reasonable degree of care.

4. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (i) any third-party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
5. **Non-Solicitation Provision.** During the term of this SOW and for twelve (12) months thereafter, Client will not solicit for a permanent or other position any employee or subcontractor of Presidio to whom Client was introduced through its relationship with Presidio. Should Client solicit and/or hire an employee or contractor from Presidio, Client shall pay to Presidio an administrative fee equal to 1 year's salary of the employee's new salary at Client.
6. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
7. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this SOW through consultation and negotiation in good faith and a spirit of mutual cooperation. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of New York. Any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in New York County, New York, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.
8. **Miscellaneous.** This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this SOW shall be incorporated. This SOW shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by Client, fees for such additional Services will be negotiated with Client prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional SOW as appropriate. PRESIDIO will invoice Client for any additional work performed and expenses incurred which are not described in this SOW. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. **Severability.** The provisions of this SOW are severable. If any provision of this SOW or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this SOW to other persons or circumstances shall not be affected.

6. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of sixty (60) days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

State of Vermont

Signature

Date

Printed Name

Presidio

Signature

Date

Printed Name & Title