

PRESIDIO®

**Department of Corrections
Wireless Survey Heat Map**

STATEMENT OF WORK

STATE OF VERMONT

April 25, 2022

Opportunity #: 1001722025727
SOW #: RQ-109692-V1.0

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Jenny Phelps	Presidio Account Manager	781.638.2269	jennyphelps@presidio.com
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REVISION HISTORY

Revision	Revision Date	Name	Notes
V1.0	4/25/2022	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 (“SOV” or “Client”). This Statement of Work (“SOW”) defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

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 the 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 to the current Electronic Health Record (EHR) system for Health Services to be performed within the facilities.

Objectives of this SOW are to develop an RF design that ensures wireless performance throughout the designated areas of the six facilities and deliver a report that can be used to specify cabling and wireless access point installation requirements.

1.3. Locations

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

Site Name	Address	City, State ZIP	On-Site/Remote Services
Primary	133 State Street - 5th Fl.	Montpelier, VT 05602	On-Site/Remote
Southern State		Springfield, VT	
Chittenden Regional		South Burlington, VT	
Marble Valley Regional		Rutland, VT	
Northeastern Regional		St. Johnsbury, VT	
Northern State		Newport, VT	
Northwestern State		Swanton, VT	

2. SCOPE OF WORK

2.1. Project Scope

2.1.1. Planning and Design

1. Presidio to complete a planning and design session(s) with SOV DoC network team to review all requirements to complete the scope of work as defined.
2. Presidio to review any current documentation, and diagrams (facility blueprints) provided by Client.

2.1.2. Site Surveys

1. Presidio will complete an on-site wireless assessment of each facility listed in the SOW.
 - a. Presidio wireless engineer will take samples of the RF characteristics at key locations throughout each facility and inspect the area for barriers that impede RF propagation.
 - b. Presidio wireless engineer will use an RF modeling tool to develop a data/voice wireless services design.
2. Presidio will complete an RF design report to include:
 - a. RF propagation heat maps showing coverage and signal levels throughout the survey area.
 - b. Proposed placement of wireless access points.
 - c. Identification of rogue access points.
 - d. Spectrum analysis and potential identification of sources of RF interference.
 - e. Identification of areas of concern for implementation of voice and video.
3. Presidio to review wireless survey with SOV DoC.
 - a. Review total AP count and coverage.
 - b. Provide BOM for Access Points (APs) and Wireless LAN Controller (WLC).

2.1.3. Department of Corrections Facilities in Scope

1. Southern State Correctional Facility - located in Springfield, Vermont
 - a. The survey area includes the interior of four (4) buildings with a total of 131,200 sq. ft.
 - b. Main Building: Single floor; 59,550 sq. ft.
 - c. Housing Unit A: Two floors; 22,100 sq. ft.
 - d. Housing Unit B: Two floors; 28,400 sq. ft.
 - e. Housing Unit C: Two floors; 21,150 sq. ft.

The project includes on-site visit to collect pre-installation survey data.

2. Chittenden Regional Correctional Facility - located in South Burlington, Vermont
 - a. The survey area includes the interior of one (1) building with a total of 53,875 sq. ft.
 - b. Main Building: Two floors; 53,875 sq. ft.

The project includes on-site visit to collect pre-installation survey data.

3. Marble Valley Regional Correctional Facility - located in Rutland, Vermont
 - a. The survey area includes the interior of three (3) buildings with a total of 40,509 sq. ft.
 - b. Main Building: Two floors; 35,709 sq. ft.
 - c. Education: One floor; 2,400 sq. ft.
 - d. Training: One floor; 2,400 sq. ft.

The project includes on-site visit to collect pre-installation survey

4. Northeastern Regional State Correctional Facility - located in St. Johnsbury, Vermont.
 - a. The survey area includes the interior of two (2) buildings with a total of 39,052 sq. ft.
 - b. Main Building: Two floors; 36,511 sq. ft.
 - c. Program Building: Two floors; 2,541 sq. ft.

The project includes on-site visit to collect pre-installation survey data.

5. Northern State Correctional Facility - located in Newport, Vermont.
 - a. The survey area includes the interior of five (5) buildings with a total of 114,609 sq. ft.
 - b. A Building: Single floor; 39,796 sq. ft.
 - c. B Building: Single floor; 18,284 sq. ft.
 - d. C Building: Two floors; 18,731 sq. ft.
 - e. D Building: Two floors; 18,731 sq. ft.
 - f. E Building: Two floors; 19,067 sq. ft.

The project includes on-site visit to collect pre-installation survey.

6. Northwestern State Correctional Facility - located in Swanton, Vermont
 - a. The survey area includes the interior of one (1) building with a total of 66,630 sq. ft.
 - b. Main Building: Two floors; 66,630 sq. ft.

The project includes onsite visit to collect pre-installation survey data.

3. 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
Final survey report per location	PDF
Heatmap with AP placement per location	PDF
Hardware/Software Bill of Materials	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 (5) business days, the Presidio Project Team will make the agreed upon revisions and will, within five (5) business days, re-submit the updated version to Client.
- At that time Client has five (5) business days to review and request changes for the final document. If no written response is received from Client within five (5) 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.

3.1. 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:

- Perform remote kickoff meeting.
- Facilitate planning and design session.
- Track deliverable/milestones (High-Level Plan)
- Schedule resource and oversight
- Escalation facilitation
- Working calls as required
- Regularly scheduled status meetings
- Tracking agenda, meeting minutes and risk/issue/action items
- Management of scope/budget
- Conduct Project closeout

3.2. Resources

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

3.2.1. 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 skill set 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:

- Senior Wireless Engineer

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

3.2.2. 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:

- On-site Escort
- Facility Manager
- Infrastructure Engineer

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

3.3. 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 change order:

- 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 Sign-off 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 which 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 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.

4. ASSUMPTIONS AND RESPONSIBILITIES

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

4.1. 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 user names, 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.
13. The Department of Corrections will provide all necessary on-site and remote access to complete project tasks in a timely manner. This includes on-site scheduling and escorts as needed.
14. The survey will take place during regular business hours and be scheduled in approximately eight (8)-hour durations.
15. Survey areas that cannot be accessed during the designated time will not be evaluated. Assumptions will be made and documented for such areas.

4.1.1. Out of Scope

1. Outdoor areas are not included in the survey area.
2. Remediation of the existing wireless infrastructure is not included.
3. A review of the wireless controller configuration is not included.
4. Professional services for installation, remediation, or configuration are not included in the project. We welcome the opportunity to present an additional proposal for such services.

4.2. Client Responsibilities

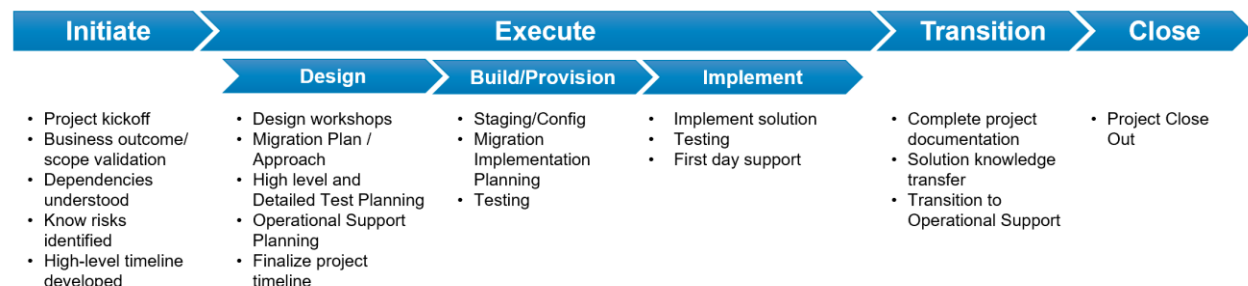
The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

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. 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. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
14. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
15. Provide remote access for troubleshooting and configurations related to the project - preferably VPN access, as necessary.
16. Provide requested documentation or information needed for the project within two (2) business days, unless otherwise agreed to by all parties.
17. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
18. Ensure all Cat 5 (or higher) and fiber cable infrastructure is in place and tested (for all sites).
19. Provide patch cables and complete necessary fiber or Cat 5 cable terminations to patch panels for new switching and routing infrastructure.

5. PRESIDIO PROJECT MANAGEMENT METHOD (PMM)

Presidio's Engagement Delivery Method incorporates best practices from our extensive experience as Digital System Integrators. The method is prescriptive while being flexible and customized for each client's specific needs based on the specific scope of work. This allows Presidio to right size the approach to be flexible and efficient, while maintaining an appropriate structure and governance to effectively deliver the business outcome.



5.1. Escalation Path

Client experience is of the utmost importance to Presidio. If at any time a Client feels the need to escalate an issue or concern, please consider the escalation points and options described below.

Level 1

- **Account Manager** – Client's first point of escalation is always their Account Manager. The AM can facilitate additional escalation if required and coordinate meetings between the required people within Presidio and Client in order to swiftly resolve any issues.
- **Project Manager** – for projects that include Project Management, the Project Manager is an escalation point for any concerns or questions.
- **Practice Manager** – for technical issues, the Service Delivery team will reach out to the manufacturer's support avenues within one (1) hour of identifying an issue. If additional technical escalation is warranted, the Presidio Practice Manager will be contacted after that time.

Level 2

- **Program and Project Management (PPM) Team Lead** – If the Client is not satisfied with the response from the Level 1 escalation, the PPM Team Lead would be the next level of escalation for any and all issues associated with the project scope, and would own the management of the issue to resolution including technical and non-technical related concerns.

- **Service Delivery Director** – For technical issues specifically, if the issue is not resolved within an hour, the Service Delivery Director will be contacted for additional escalation and action. For technical issues escalated by the Delivery Team, the Service Delivery Director will:
 - Contact and speak with Client via phone to explain the status
 - Develop a plan of action
 - Communicate the plan of action status and completion to Client
 - Contact the Operations team, as required, to request additional resources, as required, in order to execute the plan of action.

Level 3

- **Program and Project Management Services (PPM) Director** – for projects that include Project Management, the PPM Director is the third escalation point for any technical or non-technical concerns or questions.
- **Services Vice President** – if the issue or concern cannot be addressed or resolved within Level 1 or Level 2 of the escalation process, the issue will be raised to the executive level for visibility and resolution.

5.2. Technical Support after Completion

For non-critical support, including system expansion options, assessments, audits, and related services, or services that are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options including Fixed Fee, Hourly Rate, or Daily Rate options. Pricing for these services is not included in this Statement of Work.

Managed Services Clients	Non-Managed Services Clients
Technical support for the solution implemented within the scope of this SOW can be obtained by: <ul style="list-style-type: none"> • calling 800-494-0118 • sending an email to presidio@service-now.com 	Vendor’s (such as Cisco or EMC) Support Center or Technical Assistance Center (TAC) is the vehicle for all support. These Vendor Support Centers provides 7x24 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance.

6. 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	\$19,990.00
Southern State Survey Complete	\$14,992.50
Chittenden Survey Complete	\$9,995.00
Marble Valley Survey Complete	\$9,995.00
Northeastern Survey Complete	\$14,992.50
Northern State Survey Complete	\$9,995.00
Northwestern Survey Complete	\$9,995.00
Project Closure	\$9,995.00
Total:	\$99,950.00

6.1. Payment Terms

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.

6.2. Travel and Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this Statement of Work 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 \$6,748.80.

7. 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 thirty (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 ten (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 THIRTY (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 THIRTY (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, licensor's 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.

8. 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.

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