

BOC Meeting Date
10/7/2020**Requesting Agency**

Information Technology

Commission Districts Affected

All Districts

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of statewide contract – Department of Information Technology (FCIT), SWC 99999-SPD- T20120501-0006- Network Equipment, with Presidio Networked Solutions (Norcross, GA) in the amount of \$399,886.80 for network wireless access points. Effective upon BOC approval

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-459, requests for approval of statewide contracts of more than \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes Open and Responsible Government

Is this a purchasing item?

Yes

Summary & Background*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: FCIT requests the approval of SWC 99999-SPD- T20120501-0006- Network Equipment in order to procure and install additional Wireless Access Points and QSFP modules/adapters needed for the county wide network refresh.

Community Impact: The impact of this project is county- wide due to improving the entire network connectivity. This will boost employee productivity, quality of service for guests and application delivery for both staff and constituents of Fulton County. Additionally, the security of Fulton County Information Technology systems will also be improved.

Department Recommendation: The Department of Information Technology recommends this purchase to serve as a goal of improving the security and reliability of the county's IT infrastructure upgrade(s) and towards the efforts to continue the process of the network refresh project.

Project Implications: The project will help increase the reliability of Fulton County IT application service delivery to all parameters of the county by providing improved network connectivity for staff and constituents

Community Issues/Concerns: There are no community issues/ concerns.

Department Issues/Concerns: There are no departmental issues/ concerns.

Agency Director Approval**County Manager's Approval**

Typed Name and Title

Felicia Strong-Whitaker

Phone

404-612-5800

Signature

Date

History of BOC Agenda Item: This is a new procurement item.

Contract & Compliance Information (Provide Contractor and Subcontractor details.)

Total Contract Value: \$399,886.80

Contract Value: \$399,886.80
Prime Vendor: Presidio Networked Solutions
Prime Status: Non-Minority
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$399,886.80 or 100.00%
Subcontractor: None

Total Contract Value: \$399,886.80 or 100.00%
Total M/FBE Value: \$ 00.00

Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
No. Bid Notices Sent:				
No. Bids Received:				

Total Contract Value	\$399,886.80 or 100.00%
Total M/FBE Values	0.00
Total Prime Value	\$399,886.80 or 100.00%

Fiscal Impact / Funding Source	<i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i>
100-220-2205-1408, Equipment Non-Capitalizable	

Exhibits Attached	<i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i>
Exhibit 1: Statewide Contract Information Sheet- 99999-SPD- T20120501-0006	
Exhibit 2: Cooperative Purchasing/Statewide/GSA Use Justification Form	
Exhibit 3: Presidio Networked Solutions Quote 2001720014333-03	
Exhibit 4: Original Sites Partial Access Points	
Exhibit 5: SME-Bucket of Hours	
Exhibit 6: Contractor's Performance Report- Presidio Networked Solutions	

Source of Additional Information	<i>(Type Name, Title, Agency and Phone)</i>
Glenn Melendez, CIO, Information Technology, (404) 612-0192	

Agency Director Approval		County Manager's Approval
Typed Name and Title Felicia Strong-Whitaker	Phone 404-612-5800	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

Procurement**Contract Attached:**
Yes**Previous Contracts:**
No**Solicitation Number:**
99999-SPD-
T20120501-0006**Submitting Agency:**
Information
Technology**Staff Contact:**
Glenn Melendez**Contact Phone:**
(404) 612-0192**Description:** Network Equipment- Wireless Access Points**FINANCIAL SUMMARY****Total Contract Value:**

Original Approved Amount: \$0.00
 Previous Adjustments: \$0.00
 This Request: \$399,886.80
 TOTAL: \$399,886.80

MBE/FBE Participation:

Amount: . %: .
 Amount: . %: .
 Amount: 0.00 %: .
 Amount: . %: .

Grant Information Summary:

Amount Requested: . ☐ Cash
 Match Required: . ☐ In-Kind
 Start Date: . ☐ Approval to Award
 End Date: . ☐ Apply & Accept
 Match Account \$: .

Funding Line 1:100-220-2205-1408,
Equipment Non-
Capitalizable**Funding Line 2:**

.

Funding Line 3:

.

Funding Line 4:

.

KEY CONTRACT TERMS**Start Date:**Effective upon BOC
Approval**End Date:**

12/31/2021

Cost Adjustment:

\$399,886.80

Renewal/Extension Terms:

None

ROUTING & APPROVALS

(Do not edit below this line)

X	Originating Department:	Melendez, Glenn	Date: 9/3/2020
X	County Attorney:	Ringer, Cheryl	Date: 9/30/2020
X	Purchasing/Contract Compliance:	Strong-Whitaker, Felicia	Date: 10/1/2020
X	Finance/Budget Analyst/Grants Admin:	Stewart, Hugh	Date: 9/3/2020
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 10/1/2020



Statewide Contract Information Sheet

Statewide Contract Number		99999-SPD-T20120501-0006	NIGP Code	Networking Equipment-20664 Networking Software-20928 Networking Support and Services-92037 Network Consulting Svcs-91830 Network Equipment Leasing-98419 NaaS/Cloud-92005
Name of Contract	Network Equipment			
Effective Date	06/01/2012	Expiration Date	9/30/2020	
Contract Table of Contents				
Suppliers Awarded	13 as of 06/30/2016	Contract Information:	Convenience	
Contract Information for Supplier			Page Number	
			2	
Additional Contract Information				
General Contract Information			3	
Ordering Instructions			4	
Contract Renewals			4	
DOAS Contact Information			4	
SWC Award Networking Equipment Category by Manufacturer			5	
Authorized Reseller List by Manufacturer			6	



Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-T20120501-0006
PeopleSoft Supplier Number	0000015795
Supplier Name & Address	
Cisco Systems, Inc. 500 Northridge Rd., Suite 700 Atlanta, GA 30350	
Contract	
<p>Sales Matt Cobb Region Manager GA/SC Public Sector Cisco Systems macobb@cisco.com Office: 678-352-2806</p> <p>Contract Administration Mimi Nguyen Farr Manager, US Public Sector Contracts Office Cisco Systems mimnguye@cisco.com 408-527-2627</p>	
Contact Details	
Ordering Information	Orders are to be faxed/emailed to authorized servicing partners/resellers – see link in Ordering Instructions. Cisco's sales contact is: Matt Cobb
Remitting Information	Payments are to be mailed to authorized servicing partners/resellers.
Delivery Days	To be defined by authorized purchaser at the time of the PO issuance



Discounts	See Manufacturer's State of Georgia webpage at Cisco-GA SWC Information
Payment Terms	Net 30 Days
Bid Offer includes	State Entities, Local Governments (County/City/Authorities) and Education (Universities/Colleges/BOEs K-12)
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

General Contract Information:

This is a Convenience Statewide Contract available to all eligible State entities and political subdivisions.

The Contract is administered by the Department of Administrative Services (DOAS).

Item Schedule

Cisco's entire product catalog with the following exception(s):

- ☐ **End User Computing Devices such as tablets**

Cisco's contract award covers the following networking product category:

- Category 1 – Wired LAN/WAN
- Category 2 – Network Optimization & Management Products
- Category 3 – Wireless Networking & Infrastructure Products
- Category 4 – Security Products
- Category 5 – Unified Communications Products (including VoIP)

Services available from Cisco and/or one of its authorized servicing partners are:

- ☐ Installation
- ☐ Configuration
- ☐ Maintenance & Support
- ☐ Consulting/Professional Services
- ☐ Training

Leasing and financing arrangements are available for Cisco equipment via several companies. Please contact DOAS representative for additional information.

Additional information can be found on the following website:

[Cisco-GA SWC Information](#)



Ordering Instructions

For a list of authorized servicing partners/resellers, please access the following link:

[Cisco-GA SWC Information](#)

This SWC covers networking equipment, software and services (installation, engineering, site assessment, configuration, training, etc.). This Network Equipment Manufacturer sells its products via a group of authorized resellers. Customer may choose a certified reseller from the State APPROVED RESELLER LIST. Reseller's quotation must include the Statewide Contract#. Customer will be invoiced by the Reseller.

For questions, regarding equipment specifications/details, warranty, features, etc., Customer can contact the Manufacturer directly. Please contact Matt Cobb for technical assistance and sales information.

Please see the State Approved Reseller List for Network Equipment Manufacturers for an updated list of Cisco's resellers and partners.

Initial Term: June 1, 2012 – May 31, 2013

Contract Renewals

Renewal Period 1	June 1, 2013 – June 30, 2014
Renewal Period 2:	July 1, 2014 – June 30, 2015
Renewal Period 3:	July 1, 2015 – June 30, 2016
Renewal Period 4:	July 1, 2016 – December 2017

Extension 1: January 1, 2018 - September 30, 2018

Extension 2: October 1, 2018 – September 30, 2019

Extension 3: October 1, 2018 – September 30, 2020

DOAS Contact Information

***See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.**



Networking Equipment & IT Infrastructure Products Awarded Categories

Effective 07/01/2016

	Category 1	Category 2	Category 3	Category 4	Category 5	Contract Number
Aerohive Networks			Y			99999-SPD-T20120501-0001
Aruba Networks	Y	Y	Y			99999-SPD-T20120501-0003
Avaya	Y	Y	Y	Y	Y	99999-SPD-T20120501-0004
Brocade Communications	Y	Y	Y	Y		99999-SPD-T20120501-0005
Cisco Systems	Y	Y	Y	Y	Y	99999-SPD-T20120501-0006
Dell	Y	Y	Y	Y		99999-SPD-T20120501-0007
Extreme Networks (acquired Enterasys)	Y	Y Incl Legacy Enterasys	Y	Y Incl Legacy Enterasys		99999-SPD-T20120501-0009
F5 Networks		Y				99999-SPD-T20120501-0010
Fortinet (acquired Meru Networks)		Y	Y Incl Legacy Meru	Y		99999-SPD-T20120501-014A (Changed)
Hewlett-Packard Enterprise Company	Y	Y	Y	Y		99999-SPD-T20120501-011A (Changed)
Juniper Network	Y	Y	Y	Y		99999-SPD-T20120501-0013
Polycom					Y	99999-SPD-T20120501-0015
ShoreTel					Y	99999-SPD-T20120501-0017

Category 1 = Wired LAN/WAN

Category 2 = Network Management & Optimization Products

Category 3 = Wireless Networking Products

Category 4 = Security Products

Category 5 = Unified Communications (including VoIP)



State Approved Reseller List for Networking Equipment Manufacturers Posted on Team Georgia Marketplace

The screenshot displays the Team Georgia Marketplace interface. The top navigation bar includes links for Catalogs and Contracts, Contracts, and Search Contracts. The main content area shows a contract summary for '99999-SPD-T20120501-...' under the category 'IT Networking Equipment'. The contract details are as follows:

Contract Information		Dates And Renewal	
Contract Name *	IT Networking Equipment	Start Date	10/20/2015 12:00 AM EST
Contract Type *	Convenience Statewide Contract	End Date	12/31/2017 11:59 PM EST
Supplier Name	Hewlett Packard Enterprise		
Contract Status *	Non-Catalog Live in TGM		
Summary	View Summary		

Additional information includes the Contract Manager Janet Pytelewski, with contact details: janet.pytelewski@doas.ga.gov and phone number +1 (404) 656-5361.

The Attachments section lists three documents:

Display Order	Attachment	Date Uploaded
1	Networking Equipment SWC Information Sheets	11/4/2015 1:22:39 PM
2	SWC Benefits	11/4/2015 1:22:39 PM
3	Network Eqpt Approved Resellers List	11/4/2015 1:22:39 PM

Below the attachments, there is a link to 'See All (4) Attachments' and a section for 'Contract Details'.





The Georgia Department of Administrative Services, State Purchasing Division, has a Statewide Contract for **Network Equipment and IT Infrastructure Products** with the following **12** network equipment manufacturers:

Manufacturer	Category 1 Wired Networking Products	Category 2 Network Optimization & Mgmt Products	Category 3 Wireless Networking Products	Category 4 Security Products	Category 5 Unified Communications Products
Aerohive Networks			YES		
Avaya	YES	YES	YES	YES	YES
Brocade Communications	YES	YES	YES	YES	
Cisco Systems	YES	YES	YES	YES	YES
Dell	YES	YES	YES	YES	
Extreme Networks/ Enterasys Networks	YES	YES	YES	YES	
F5 Networks		YES			
Hewlett-Packard Enterprise (acquired Aruba Networks)	YES	YES	YES	YES	
Juniper Networks	YES	YES	YES	YES	
Fortinet, Inc. (acquired Meru Networks)		YES	YES	YES	
Polycom					YES
ShoreTel					YES

This is a **Convenience Contract** available for use by all **State, City & County public entities** within the State of Georgia.

The purpose of this contract is to provide the State with a broad range of Networking Equipment and IT Infrastructure Product options. Also, included in the new SWC is networking software and a variety of services (installation, maintenance, configuration, design, site survey, consulting, and where applicable, financing/leasing).

Key benefits of the statewide contract include:

- Improved product discounts including additional academia discounts and pre-paid maintenance discounts
- Expanded product catalogs to facilitate solution (hardware, software & services) purchases
- Expanded list of Local Authorized Resellers and Servicing Partners for complete, statewide coverage
- Inclusion of financing and leasing options
- Expanded list of available technical and professional services ▪ Compliant with E-Rate requirements

SWC Contact:

Name: Marjorie Sims **Phone:**
404-656-5451 **email:**
marjorie.sims@doas.ga.gov



Statewide Contract # by Manufacturer

Network Equipment Manufacturer	Statewide Contract #
Aerohive Networks	99999-SPD-T20120501-0001
Avaya	99999-SPD-T20120501-0004
Brocade Communications	99999-SPD-T20120501-0005
Cisco Systems	99999-SPD-T20120501-0006
Dell	99999-SPD-T20120501-0007
Extreme Networks/ Enterasys Networks	99999-SPD-T20120501-0009
F5 Networks	99999-SPD-T20120501-0010
Hewlett-Packard Enterprise (acquired Aruba Networks)	99999-SPD-T20120501-0011A
Juniper Networks	99999-SPD-T20120501-0013
Fortinet, Inc. (acquired Meru Networks)	99999-SPD-T20120501-0014A
Polycom	99999-SPD-T20120501-0015
ShoreTel	99999-SPD-T20120501-0017

COOPERATIVE PURCHASING/STATEWIDE/GSA
USE JUSTIFICATION FORM

Department Name: **Information Technology**

Contract # and Title: **99999-SPD- T20120501-0006- Network Equipment**

Date: **August 27, 2020**

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:
FCIT recommends usage of the Statewide Contract for the procurement of the wireless access point devices under the existing Statewide Contract. The use of this Statewide Contract allows Fulton County to receive all requested wireless access point(s) hardware/ software from a value added partner at prices that are reduced and within an expedited timeframe.
2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.
3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)
 - ☒ leveraging benefits of volume purchasing
 - ☒ volume discounts
 - ☒ service delivery requirement advantages
 - ☒ reduction of cycle times
 - ☒ enhanced service specification

Additional information:

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.
☐ Yes ☐ No
2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). ☐ Yes ☐ No
3. Reviewed the cost analysis provided by the User Department and determined the following:
 - ☐ leveraging benefits of volume purchasing
 - ☐ volume discounts
 - ☐ service delivery requirement advantages
 - ☐ reduction of cycle times
 - ☐ enhanced service specification
4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? ☐ Yes ☐ No
5. Is the entity is authorized to conduct/transact business in the State of Georgia?
☐ Yes ☐ No
6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? ☐ Yes ☐ No
7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? ☐ Yes ☐ No

QUOTE:

2001720014333-05

DATE:

09/03/2020

PAGE:

1 of 2

TO: FCG - Fulton County Government
Glenn Melendez
141 Pryor St
Atlanta, GA 30303-3444

glenn.melendez@fultoncountyga.gov
(p) (404) 612-0010

FROM: Presidio Networked Solutions
Luciann Rosado
3340 Peachtree Rd
Suite 2700
Atlanta, GA 30326

lrosado@PRESIDIO.com
(p) 678.291.1885

Customer#: FULTO008

Contract Vehicle: Georgia State Contract Cisco Networking Equipment and IT Infrastructure Products 99999-SPD-T20120501-0006

Account Manager: Charlie Pierce

Inside Sales Rep: Luciann Rosado

Title: FCG Original Sites with SFPs 350

#	Part #	Description	Unit Price	Qty	Ext Price
Equipment					
1	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	\$90.32	325	\$29,354.00
2	SFP-10G-LR=	10GBASE-LR SFP Module	\$1,242.59	20	\$24,851.80
3	MA-CBL-40G-1M	Meraki 40GbE QSFP Cable, 1 Meter	\$66.21	50	\$3,310.50
4	MA-SFP-10GB-LR	Meraki 10G Base LR Single-Mode	\$1,202.69	20	\$24,053.80
5	QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	\$362.35	32	\$11,595.20
6	MR46-HW	Meraki MR46 Wi-Fi 6 Indoor AP	\$436.22	325	\$141,771.50
Total (Equipment):					\$234,936.80
Professional Services					
7	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$37,950.00	1.0000	\$37,950.00
		Deliverable: Access Point Implementation - 33%			
8	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$39,100.00	1.0000	\$39,100.00
		Deliverable: Access Point Implementation - 67%			
9	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$37,950.00	1.0000	\$37,950.00
		Deliverable: Project Closure			
10	PS-SVC-TM	Hourly for Presidio employee labor	\$185.00	270.0000	\$49,950.00
		Task: Senior Network Engineer			
Total (Professional Services):					\$164,950.00
			Sub Total:		\$399,886.80
			Grand Total:		\$399,886.80



QUOTE: 2001720014333-05

DATE: 09/03/2020

PAGE: 2 of 2

TERMS AND CONDITIONS OF THE REFERENCED CONTRACT APPLY TO THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

OUR GOAL IS SIMPLE – TO MAKE YOUR TECHNOLOGY FINANCING SOLUTION EASY AND ECONOMICAL

Accelerate the adoption of new technology with PTC's flexible financing solutions. Our in-house financing specialists can help roll all of your technology-related costs (hardware, software, maintenance, services) into a single payment structure designed to meet your technology needs and budget requirements.

SAMPLE 36 MONTH LEASE QUOTE

Presidio can offer you 36-month indicative lease rates for the equipment in this quote for as low as **\$11,494.45** * per month.

	Sale Price	Monthly Lease Price
Cisco Hardware	\$205,582.80	\$5,583.63
Cisco Software	\$29,354.00	\$889.25
Services	\$164,950.00	\$5,021.57
Grand Total:	\$399,886.80	\$11,494.45

FINANCING OPTIONS WITH NO PAYMENTS FOR UP TO 90 DAYS

Our program allows your company to accelerate the adoption of new technology, receive the benefits now, and delay the initial payments for up to 90 days.

CONTACT US

For more information on Presidio's financing options and current promotions please call 1-800-248-1126 or email ptc@presidio.com to get in touch with a Financial Solutions Consultant. Visit www.presidio.com to learn more.

* This rate is for planning purposes only and subject to change based on final in equipment configurations, installation time frames, and market conditions. All quotes are subject to approval by the Presidio Technology Capital Finance Committee and execution of PTC's standard lease and credit documentation.

Fulton County Government – Wireless Access Point Implementation

STATEMENT OF WORK

FULTON COUNTY GOVERNMENT

9/3/2020

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Charlie Pierce	Presidio Account Manager		
Keith Porter	Presidio Solution Architect		

REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.1	8/19/2020	Keith Porter	First Internal Release
V1.0	8/19/2020	Keith Porter	First Client Release
V1.1	9/3/2020	Keith Porter	Updated – Changed Quantity and Title of Project

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Other product and company names mentioned herein may be the trademarks of their respective owners.

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

Contents

1. Executive Overview.....	4
1.1. Introduction.....	4
1.2. Solution and Approach Overview	4
1.3. Locations	4
2. Scope of Work.....	4
2.1. Project Scope.....	4
2.2. Deliverables.....	4
2.3. Project Management.....	4
2.4. Project Change Request Process	5
3. Assumptions.....	5
3.1. General Assumptions	5
3.2. General Client Responsibilities	6
4. Pricing.....	7
4.1. Expenses.....	7
4.2. Travel Time.....	7
5. Terms and Conditions	7
6. Approval Signoff.....	10

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions, LLC ("Presidio") is pleased to propose the following solution to Fulton County Government ("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

FCG is underway with a Campus Refresh project. As part of the original order, one thousand access points were purchased which permitted FCG to get started with wireless upgrades. However, the quantity of access point purchased were not based on current deployments nor based on actual site surveys. Thus, the FCG technical team understood that additional access points would need to be purchased and services provided to get these access points fully deployed. This statement of work will provide an additional 325 access point deployments at existing and planned locations.

Since these access points are being deployed at locations included in the original site listing, the services to get these systems up and operational are a small subset of the services required should these sites be new. This document will only cover the "per access point" tasks required to enable the wireless access point at locations contained within the original statement of work. For a full list of activities associated with preparing a site for a wireless refresh, please refer to the document entitled: Fulton County Government Segmentation Strategy & Network Refresh (ACI Multi-Site) dated April 01, 2018

1.3. Locations

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

Site Name	Address	On-Site / Remote Services
Government Center (DC1)	141 Pryor Street, Atlanta, GA 30303	Remote

2. SCOPE OF WORK

2.1. Project Scope

The work effort associated with this statement of work consists of the following:

- Unpack, unbox, and label the access point accordingly.
- Once FCG's cable vendor installs the physical access point in its proper location, this access point will be configured in the portal and operationally validated.
- The testing portion of this work effort is covered in the original RFP response. Since the site is migrated to the new network in full, this work effort is associated with the entire site and not associated with a single access point. Therefore, this work is not detailed within this SOW. .

For other work effort related to all the tasks for a wired and wireless refresh, please refer to the document entitled: Fulton County Government Segmentation Strategy & Network Refresh (ACI Multi-Site) dated April 01, 2018

2.2. Deliverables

There are no deliverables associated with this work effort. All the documentation deliverables are associated with the original RFP response. Therefore, please refer to the document entitled: Fulton County Government Segmentation Strategy & Network Refresh (ACI Multi-Site) dated April 01, 2018.

2.3. 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 the overall project

timeline, scope, budget management, resource scheduling/tracking, communication planning, and execution in accordance with the Presidio Lifecycle Methodology.

Included for our standard Project Management offering for this engagement are the following:

- Remote/on-site kickoff meeting with presentation
- Planning and design session facilitation
- Regularly scheduled remote/on-site status meetings
- Project plan development and management
- Agenda, meeting minutes and risk, and issue and action item tracking
- Deliverable/milestone tracking
- Resource scheduling and oversight
- Scope/budget Management
- Project closeout

2.4. Project Change Request Process

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 charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, Presidio may charge for the effort required to analyze it. When charges are necessary to analyze a change, Presidio will provide a written estimate and begin the analysis upon written authorization from Client. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

3. ASSUMPTIONS

Presidio makes the following assumptions 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.

3.1. General Assumptions

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

1. 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.
2. 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.
3. 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.
4. Changes to the Design, Equipment List or proposed timeline presented to Client in this SOW will require a Project Change Request. A Project Change Request could impact the cost of the project
5. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
6. Presidio may engage subcontractors and third parties in performing a portion of this work.
7. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
8. Some activities included in this project may be performed on Presidio's premises.
9. Additional required tasks discovered after the execution of this SOW that are not mentioned in this SOW will require a Project Change Request.
10. 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.

3.2. General 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.
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 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. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
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 (2) 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 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 CAT5 cable terminations to patch panels for new switching and routing infrastructure.
21. Client will have the access point physically installed by their regular cable vendor. Presidio has not priced the physical installation of the access point into this scope.
22. Client will have the horizontal wiring completed by their standard cable vendor. Presidio has not priced the physical installation of horizontal wiring into this scope.

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
Access Point Implementation - 33%	\$37,950.00
Access Point Implementation - 67%	\$39,100.00
Project Closure	\$37,950.00
Total	\$115,000.00

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. 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.

4.1. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

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 Fulton County Government "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.

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.

Fulton County Government

Signature

Date

Printed Name

Presidio

Signature

Date

Printed Name & Title



SME Hours – Technical Assistance

STATEMENT OF WORK

FULTON COUNTY GOVERNMENT

9/3/2020

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Charlie Pierce	Presidio Account Manager		
Keith Porter	Presidio Solution Architect		

REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.1	8/19/2020	Keith Porter	First Internal Release
V1.0	8/19/2020	Keith Porter	First Client Release
V1.1	9/3/2020	Keith Porter	Updated

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Other product and company names mentioned herein may be the trademarks of their respective owners.

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

Contents

1. Executive Overview.....	4
1.1. Introduction.....	4
1.2. Solution and Approach Overview	4
1.3. Locations	4
2. Scope of Work.....	4
2.1. Project Scope.....	4
2.2. Deliverables	4
2.3. Project Change Request Process	5
3. Assumptions.....	5
3.1. General Assumptions	5
3.2. General Client Responsibilities	6
4. Pricing.....	7
4.1. Expenses	7
4.2. Travel Time	7
5. Terms and Conditions	7
6. Approval Signoff.....	10

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions, LLC ("Presidio") is pleased to propose the following solution to Fulton County Government ("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

This work effort is for planning, implementation, and operational assistance related to a wide range of technology and products. These hours can be consumed on an as-needed basis covering any technical specialty area that the client requests. The following factors cover this work effort.

- This block of hours will be consumed on an as-needed basis and the specific task(s) will be documented as the hours are consumed.
- The engineer will be made available to FCG either at FCG's premises or remotely as requested by FCG.
- Each different task may be performed by a different engineer with the appropriate expertise in the technology area requested.
- The technology area need not be restricted to one specialty and can vary from task to task until such time that the hours have been fully consumed.

Each invoice to the customer will provide details on the technical area and projects covered by the work performed. Although this SOW reflects a total amount of hours, the customer will be invoiced as hours are consumed.

1.3. Locations

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

Site Name	Address	On-Site / Remote Services
Government Center DC1	141 Pryor Street, Atlanta, GA 30303	Remote

2. SCOPE OF WORK

2.1. Project Scope

The scope of the work will be decided for each specific task or micro-project as required. The purpose of the task or micro-project will be documented and discussed prior to any work being assigned to this statement of work.

2.2. Deliverables

No formal documents nor deliverables are associated with this work effort. However, should documentation be required, the below formats are most commonly used by Presidio in delivery of services.

Deliverable	Format
High Level Design Diagram	Visio
System Manual	URL
Signed Testing Document	PDF
As-Built Documentation	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 to an agreed upon deliverable is received within five (5) business days, the Presidio Project Team will make the mutually agreed upon revisions or provide detail to support original or revised input, 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.

2.3. Project Change Request Process

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 charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, Presidio may charge for the effort required to analyze it. When charges are necessary to analyze a change, Presidio will provide a written estimate and begin the analysis upon written authorization from Client. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

3. ASSUMPTIONS

Presidio makes the following assumptions 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.

3.1. General Assumptions

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

1. 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.
2. 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.
3. 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.
4. Changes to the Design, Equipment List or proposed timeline presented to Client in this SOW will require a Project Change Request. A Project Change Request could impact the cost of the project
5. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
6. Presidio may engage subcontractors and third parties in performing a portion of this work.
7. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
8. Some activities included in this project may be performed on Presidio's premises.
9. Additional required tasks discovered after the execution of this SOW that are not mentioned in this SOW will require a Project Change Request.
10. 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.

11. Significant delays, revisits, or cancelled changes outside of Presidio's control may necessitate a change order to account for rescheduling.
12. Time and Material engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
13. Hours for Time and Material services are best effort estimates and may require additional hours in order to satisfy the request. If at the end of the allotted hours, Client's objectives are not met, a new Purchase Order and agreement must be submitted.
14. Client will be asked to authorize additional consultant hours should actual hours worked approach those authorized by this engagement.
15. For Time and Materials services, it is Client's responsibility to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
16. Time and Material Services will be invoiced monthly and will be based on actual hours incurred.
17. For hourly service, a 4-hour minimum applies for remote services. An 8-hour minimum applies for on-site services.
18. If scheduled work is canceled with less than 24 hours' notice, Client may be liable for a minimum 4-hour charge.

3.2. General 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.
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 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. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
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 (2) 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 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 CAT5 cable terminations to patch panels for new switching and routing infrastructure.

4. PRICING

Services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only. Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Senior Network Engineer	270.00	\$185.00	0.00	\$277.50
			Total	\$49,950.00

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. 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.

4.1. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

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 Fulton County Government "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.

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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.

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.

Fulton County Government

Signature

Date

Printed Name

Presidio

Signature

Date

Printed Name & Title

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
GOODS AND COMMODITIES SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
4/1/2020	7/2/2020	8/6/2020	8/6/2021
PO Number			PO Date
Department	<u>Information Technology</u>		
Bid Number			
Service Commodity	CyberSecurity Product Purchase via Georgia State Contract		
Contractor	Presidio		

0 = Unsatisfactory	<i>Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient, unacceptable delay, incompetence, high degree of customer dissatisfaction.</i>
1 = Poor	<i>Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.</i>
2 = Satisfactory	<i>Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.</i>
3 = Good	<i>Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.</i>
4 = Excellent	<i>Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.</i>

1. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Excellent response time and professional

2. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Comments:

Excellent response time and very flexible to any change we might have.

3. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Excellent response time

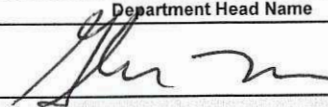
☐ 0
☐ 1
☐ 2
☒ 3
☐ 4

Comments:
normally exceed expectations within budget

5. Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:

Overall Performance Rating: 3.6		
Would you select/recommend this vendor again? (Check box for Yes. Leave Blank for No) <input checked="" type="radio"/> Yes <input type="radio"/> No	Rating completed by:	ed.johnson
Department Head Name	Department Head Signature	Date
		7/7/2020 7/8/20