

PRESIDIO

PARKING STRUCTURE CAPACITY

STATEMENT OF WORK

CITY OF FRANKLIN

January 18, 2018

TEAM

| Name | Company/Function | Phone | Email |
|------------------|--------------------------------|--------------|--|
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REVISION HISTORY

| Revision | Revision Date | Name | Notes |
|----------|-------------------|----------------|------------------------|
| V0.2 | December 13, 2017 | Clayton Cannon | First Internal Release |
| V1.0 | December 14, 2017 | Clayton Cannon | |
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Notices:

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1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions, LLC ("Presidio") is pleased to propose the following solution to City of Franklin ("Client"). This Statement of Work (SOW) summarizes the results of the Pre-Sales Envisioning and Proposal Phases and details the services to be provided by Presidio.

1.2. Solution Overview

The intent of this project is to monitor the parking capacity of two parking garages and display their current capacities at their respective entrances.

- Second Avenue Parking Garage
- Fourth Avenue South Garage

1.3. Locations

Presidio will complete the work as defined in this Statement of Work at the following locations:

- Second Avenue Parking Garage
 - 108 Second Ave South, Franklin, TN 37064
- Fourth Avenue South Garage
 - 123 Fourth Avenue South, Franklin, TN 37064

2. PROJECT SCOPE

2.1. Project Kickoff Meeting

The Presidio Project Coordinator will schedule and conduct a Project Kickoff Meeting between City of Franklin and Presidio resources assigned to this project.

- Introduce Professional Services team
- Introduce Client contacts and project sponsors
- Verification of roles and responsibilities
- Review Client timelines and set operational dates
- Review this Statement of Work and all project deliverables and assumptions
- Review hardware and software requirements against Bill of Materials
- Identify resources throughout the life of the project
- Determine dates for regularly scheduled project status meetings

2.2. Design and Implementation

Presidio will complete the following:

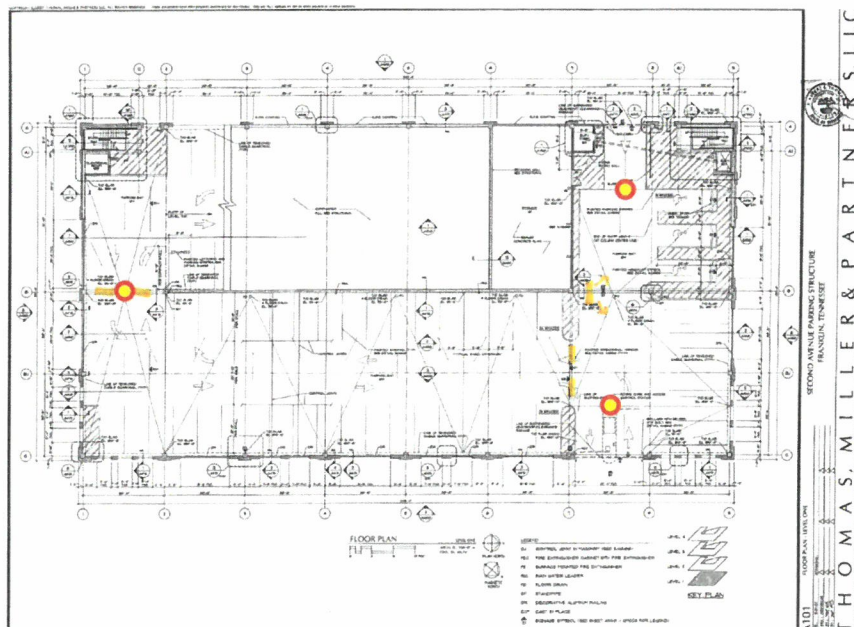
- Configuration of 15 Cisco 6630 cameras for use with IntuVision Analytics
 - Second Avenue Parking Garage
 - Level One – three (3) Cameras
 - Level Two – two (2) Cameras
 - Level Three – two (2) Cameras
 - Fourth Avenue South Garage
 - Level One – two (2) Cameras
 - Level Two – two (2) Cameras
 - Level Three – two (2) Cameras
 - Level Four – two (2) Cameras
- Configuration of two (2) IntuVision 4U Analytics rack units
 - Second Avenue Parking Garage
 - Fourth Avenue South Garage
- Configuration of IntuVision Video Analytics (VA)
 - Second Avenue Parking Garage
 - Total Capacity Tracking
 - Independent Capacity Tracking of Levels One through Four
 - Fourth Avenue South Garage

- Total Capacity Tracking
- Independent Capacity Tracking of Level One through Five
- Configuration of Outdoor Digital Displays
 - Second Avenue Parking Garage
 - Two (2) 32" LG 32SM5KD-B with WebOS 3.0
 - Each will display either a current space available count or FULL
 - No other information to be presented
 - Fourth Avenue South Garage
 - Two (2) 32" LG 32SM5KD-B with WebOS 3.0
 - Each will display either a current space available count or FULL
 - No other information will be presented

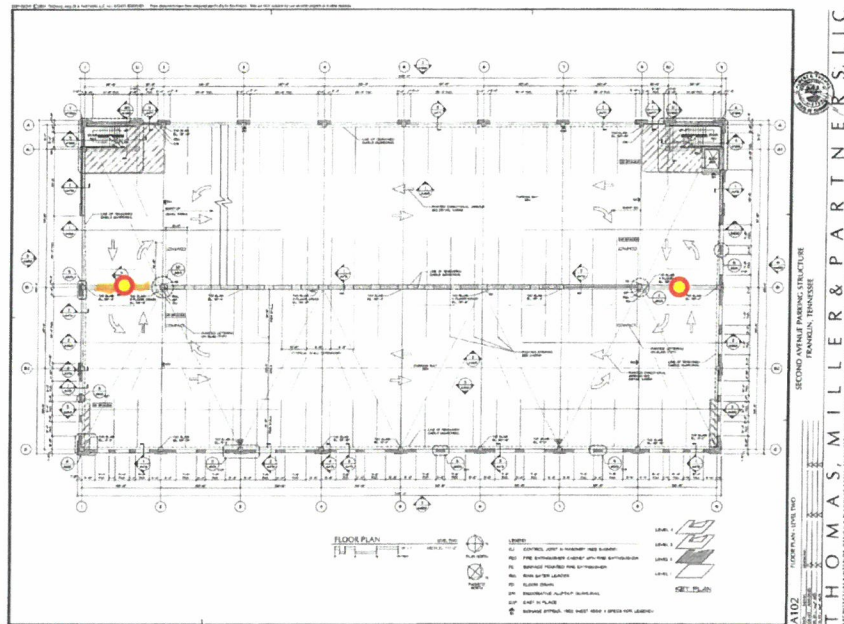
2.2.1. Camera Layout

2.2.1.1. Second Avenue Parking Garage

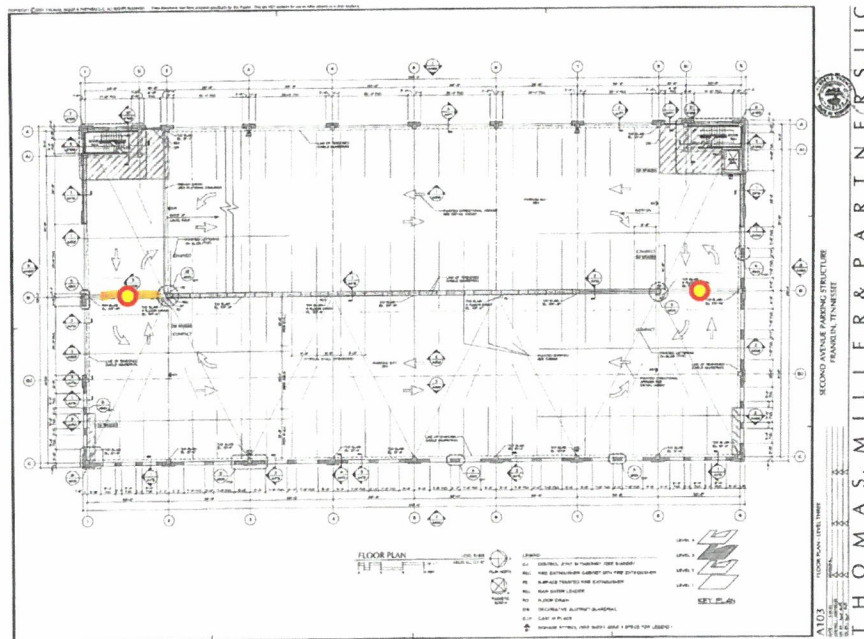
Level One



Level Two

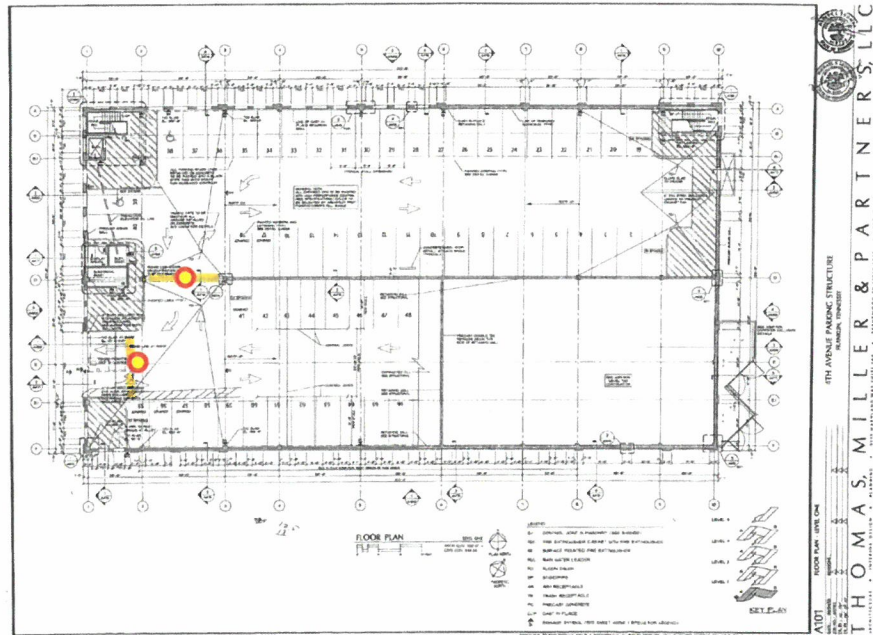


Level Three



2.2.1.2. Fourth Avenue South Garage

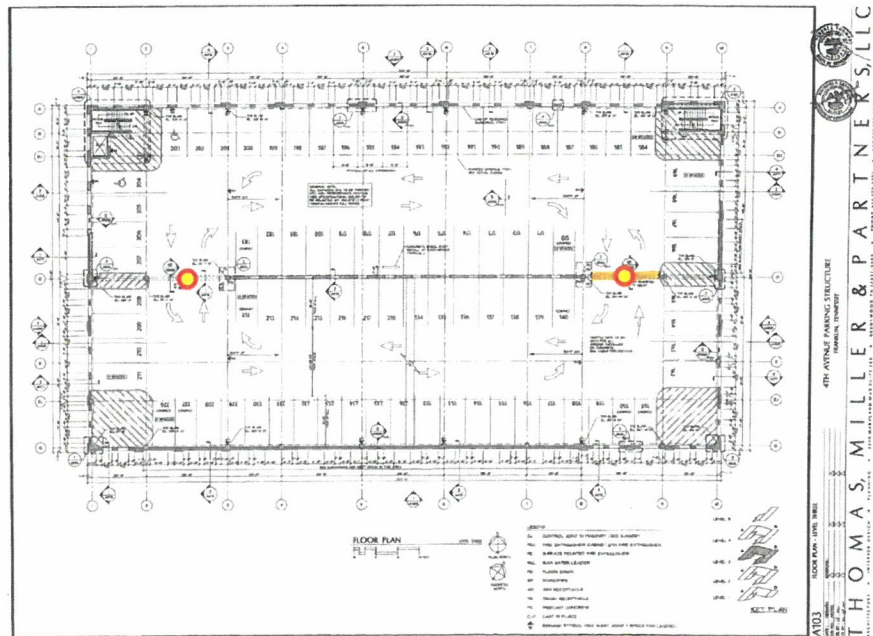
Level One



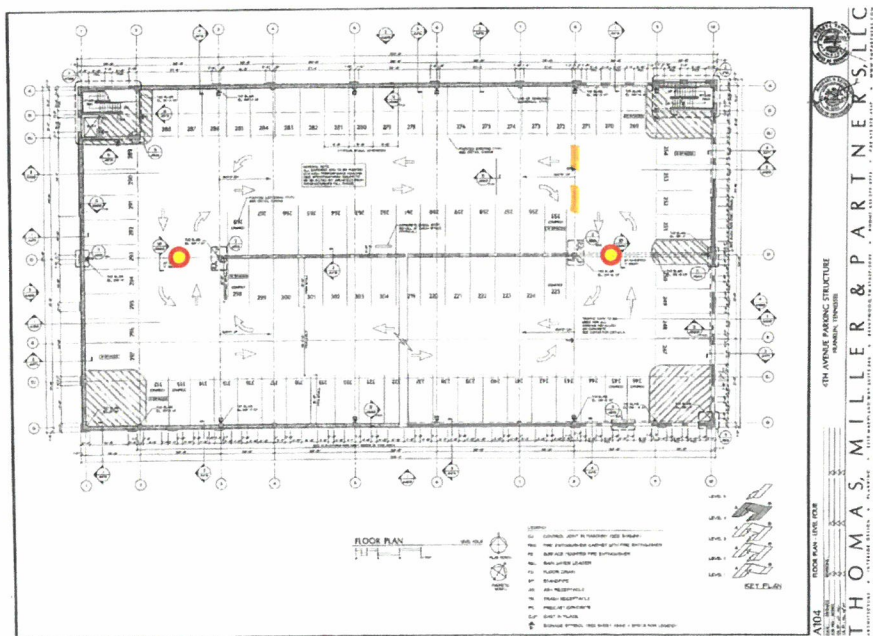
Level Two



Level Three



Level Four



2.3. Project Closure

At the completion of the project, Presidio will perform a Project Closure Meeting either on-site or via WebEx. Presidio and the Client will:

- Review the final deliverables for the engagement
- Review project objectives to ensure that they have been completed as outlined within the SOW
- Identify any follow-on items or actions that may be required or desired by the client
- Presidio and City of Franklin shall agree that this project is complete once all items within this Statement of Work are complete

2.4. Technical Support after Completion

A variety of Technical Support options are available to the Client after Presidio has completed the work described under "Project Scope." These include:

- For clients without Presidio Managed Network Services or Presidio Care Services, Vendor (such as Cisco) Support Centers or Technical Assistance Centers (TAC) are the vehicles for all support. These Vendor Support Centers provide 24x7 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance.
- For non-critical support, including system expansion options, assessments, audits, and related services, or services which are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options including Fixed Fee engagements, Time and Materials (T&M) engagements, Ad Hoc, and Pre-paid Blocks of hours. Pricing for these services is not included in this Statement of Work and should be requested through your Presidio Account Manager.

3. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. By signing this SOW, City of Franklin agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using 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:

- All Presidio activities will take place during normal working hours (Monday through Friday, 8AM to 5PM, excluding holidays) unless noted as "Off Hours" in this SOW.

3.2. Project Assumptions

Client assumes the following responsibilities:

- Physical installation of cameras as detailed by Presidio
- Network cabling
- Power cabling
- Outdoor-rated enclosures for the digital displays

3.3. Out of Scope

Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not included within this SOW.

3.4. Client Responsibilities

The following items are listed as responsibilities of City of Franklin for this engagement. City of Franklin is responsible for performing the items and activities listed in this section, or arranging for them to be performed by a 3rd party if appropriate.

- Provide a single 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
- Participate in System Engineering & Planning sessions and workshops
- Supply current equipment configuration for review, if applicable
- Schedule appropriate maintenance windows for system upgrades or installs and notify user community
- Uninstall and dispose of all equipment retired as part of this project
- Provide all required physical access to the Client's facility (identification badge, escort, parking decal, and so forth), as required by the Client's policies; and will

provide all required functional access (passwords, IP address information, and so forth), as required for Presidio to complete tasks

- Validate site readiness prior to the dispatch of Presidio personnel to perform the services contracted
- Provide adequate facilities for the installation of 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.
- Provide high-speed access to the Internet for verification of device support requirements and for software downloads

3.5. Project Change Request Process

There may be instances when the scope or requirements of a project will need to be modified or the client will request a change to the project scope during a project. If this happens:

- A Project Change Request (PCR) will be created by the project presales and service delivery teams and presented to the client by the project manager for client approval.
- The PCR will indicate any changes in services or deliverables, both added and removed from the scope, along with any associated charges or credits if applicable.
- The Project Change Order/Request will be considered an addendum to the proposal and will be performed accordingly.

3.6. Project Deliverables

The following deliverables will be created by Presidio and provided to City of Franklin as part of the engagement.

| Document | Description |
|-----------------------------------|---|
| Final Project Documentation | Parking Structure Analytics As-Built Document Copies of device configurations, if applicable |
| Project Completion and Acceptance | Agreement that project is complete |

4. PRICING

Presidio is providing a Fixed Fee Price (FFP) as part of this Proposal.

Presidio will invoice City of Franklin based on the project milestone(s) listed below:

| Billing Milestone | Percentage | Amount |
|-------------------|------------|-------------|
| Kick-Off | 4% | \$ 976.49 |
| Execution | 80% | \$18,539.30 |
| Support | 12% | \$2,927.14 |
| Closure | 4% | \$976.49 |
| Total: | | \$23,419.42 |

4.1. Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this SOW are included in the pricing above.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this agreement is included in the pricing above.

5. TERMS AND CONDITIONS

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

1. **Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. 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 Products and/or Services in accordance with the terms stated in the agreement. 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. Upon written agreement, 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 agreement.

Unless otherwise indicated in this agreement, 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 agreement, **Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable.** If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.

2. **Shipment of Product.** All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. **Limitations of Warranties.** Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. **ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.**
4. **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.
5. **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 Proposal. **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.**
6. **Limitation of Liability.** To the extent allowable by law, **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 (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

7. **Non-Solicitation Provision.** During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. 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.
8. **Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
9. **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.
10. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Tennessee. Any dispute relating directly or indirectly to this agreement 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 Williamson County, Tennessee, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
11. **Miscellaneous.** This agreement 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 agreement shall be incorporated. This agreement 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 agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. 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.

Severability. The provisions of this Agreement are severable. If any provision of this Agreement 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 Agreement to other persons or circumstances shall not be affected.

Indemnification. To the extent allowable by law, Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

City of Franklin
SOW# 1001117725376
December 13, 2017
Parking Structure Capacity

COF Contract No. 2017-0360

PRESIDIOTM

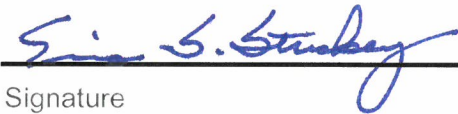
6. AUTHORIZATION TO PROCEED

The use of signatures on this SOW 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 SOW is valid for a period of sixty (60) days from the date that this proposal is provided by Presidio to City of Franklin unless otherwise agreed to by both parties.

City of Franklin



Signature

1-24-2018

Date

Eric S. Stuckey

Printed Name

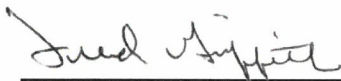
109 Third Avenue South, Franklin, Tennessee 37064

Invoice/Bill to Address

Approved as to Form:


Tiffani M. Pope, Staff Attorney

Presidio



Signature

Date

Fred Griffith Vice President

01/22/2018

Printed Name & Title

Please sign and return the entire document to Presidio.

Thank you.