

APPENDIX F
ADDITIONAL TERMS AND CONDITIONS
TO
TEXAS DEPARTMENT OF INFORMATION RESOURCES
CONTRACT NUMBER DIR-SDD-476

STATEMENT OF WORK
<Customer or Project Name>

These ADDITIONAL TERMS AND CONDITIONS – STATEMENT OF WORK, including its exhibits and attachments (“SOW”), are part of DIR Contract Number DIR-SDD-476 and its Appendices (“Contract”) and provide further detail for an order placed pursuant to the Contract. In the event of conflict between this Statement of Work and its exhibits and attachments and the Contract, the Contract controls.

Project Summary

<To Be Provided by PTS>

Project Team

Preferred Technology Solutions and Strix Systems are dedicated to providing optimal resources to handle all phases of the project including analysis, design, procurement, implementation, training and support. The following Project Team has been assigned for the successful completion of the Strix OWS Project.

Project Manager

Project Engineer

Service Coordinator

PTS Service Logistics and Dispatch Coordinator

Business Technology Consultant

Assumptions and Expectations

Electrical

PTS will need to meet with the proper Customer personnel to inspect each electrical termination points in order to provide the electrical requirements. The Customer will provide all electrical connections with an appropriate, isolated ground at each termination point as per the PTS designated requirements.

Accessibility

The Customer will provide resources for accessibility/supervision for each location that requires a unit to be mounted.

Network Configuration

The Customer will provide a cut sheet of the network configuration – Wireless network name, SSID's, VLANs to use for SSID's, gateway IP(s), DNS, IP Scope, SNMP Mgr. IP, Syslog Server IP, Radius Server IP, for the wireless system and radios.

Assets

The Customer will provide assets to mount all equipment.

Ethernet Connection

The Customer will provide an Ethernet connection at the primary sites.

Statement of Work Changes

Changes in the Statement of Work can be made at the Customer's request but must be documented in Exhibit A, Change in Statement of Work Request, which may result in additional cost to the Customer.

Coverage Area

Specific Coverage Area cannot be determined until a site survey is conducted to account for terrain, foliage and other RF impedances.

Pole Mounts

The design assumes all Pole Mount access points, antennas and cameras will be mounted on standard street light poles.

Roof Mounts

The design assumes Roof Mount access points and antennas will be mounted on the roof with a tripod mount.

Water/Radio Towers

State of Texas Certified climbers will be used under the OSHA standards to install all access points and antenna that will be mounted on water/radio towers.

Technical Description

<To Be Provided by PTS>

Project Visio

<To Be Provided by PTS>

Payment Terms and Conditions

Payment Schedule:

Total Project Value:

Milestone 1:

Milestone 2:

Milestone 3:

Milestone 4:

Minimum time billed for on-site service is 2 hours. Telephone/Remote assistance is a minimum billable service of 1/4 hour.

Emergency Technical Support: Any support required within four (4) hours of initial request, all labor requested to occur primarily before 8:00 am or after 5:00 pm on normal business days and/or all support provided on weekends and holidays is subject to Preferred Technology Solution's unscheduled after hours service rate.

Change in Statement of Work: Customer requested work or material beyond the original scope of work described in the final accepted estimate is subject to additional charges and will be signed off prior to the work being done on the Change in Statement of Work Request form shown in Exhibit A.

Site Access: If required, Customer will provide all installation personnel with access badges, keys, and /or escorts in order to perform the work in a timely manner. Any delays due to lack of coordination will be the responsibility of the Customer.

Shipping: Shipping is governed by Section 4.E of the DIR Contract Number DIR-SDD-476.

All hardware and software is the sole property of Preferred Technology Solutions until payment is received in full.

Any additional or incremental labor costs associated with the servicing of computer hardware or software that is not included in the Statement of Work is payable net 20 days of actual work performed.

Exemption from Texas sales, use and excise taxes is governed by Section 4.F of DIR Contract Number DIR-SDD-476.

All Hardware and Software is subject to a 20% restocking fee.

Warranty replacements or repairs are parts and material warranties only and may be subject to labor and delivery charges.

Payment: Payments shall be made in accordance with Chapter 2251, Texas Government Code and DIR Contract DIR-SDD-476.

Customer's signature below signifies acceptance of the terms and conditions of DIR Contract Number DIR-SDD-476 and its appendices for purchasing hardware, software and/or services from Preferred Technology Solutions.

This Statement of Work may not be changed unless mutually agreed upon in writing by both Parties. In the event that any portion of this SOW is found to be null and void or is eliminated by a mutual SOW, the remainder of this SOW shall remain in full force and effect.

Dispute Resolution: Dispute Resolution is governed by Appendix A, Section 10.A of DIR Contract Number DIR-SDD-476. If a dispute arises out of or relates to this SOW, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation and administered by a neutral mediator agreed to by the parties before resorting to arbitration, litigation, or some other dispute resolution procedure. The laws of the State of Texas shall govern this SOW.

<CUSTOMER NAME>

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Change in Statement of Work (“SOW”) Request

Definition: A request for change in the original Statement of Work is defined as any addendum or alteration to the original contracted SOW between PTS and the CUSTOMER.

Customer	Original Project Name	Statement of Work Number
PTS Business Consultant	PTS Engineer	Date of Request

List original Statement of Work Task(s)	List Change in Statement of Work Task(s)	Original estimated hours	Total change in estimated hours

SOW: The above detail of hours is only an estimated change based on the current understanding of the project requirements. The services to be performed by PTS pursuant to this Change in Statement of Work will be performed in accordance with and will be subject to the SOW between PTS and the Customer denoted above. This Change in Statement of Work is deemed to be an integral part of the SOW and all terms and conditions of the SOW are incorporated herein by reference.

Acceptance of Change in Statement of Work:

<CUSTOMER NAME>

By: _____

Name: _____

Title: _____

Date: _____

With the completion of the milestones above, Preferred Technology Solutions has completed the Strix OWS Project for the Customer. The signature below certifies the acceptance and completion of the Project by the Customer.

Delivery and Acceptance of Project:

<CUSTOMER NAME>

By: _____

Name: _____

Title: _____

Date: _____