

TO: Town of Vienna
 Tony Mull
 127 Center Street, South
 Vienna, VA 22180

 tmull@viennava.gov
 (p) (703) 255-6364
 (f) (703) 255-6399

FROM: Presidio Networked Solutions
 Michelle Weisel
 8161 Maple Lawn Blvd.
 Suite 150
 Fulton, MD 20759

 mweisel@presidio.com
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Customer#: TOWN0099

Contract Vehicle: Virginia Commonwealth University Cisco VASCUPP
 Contract Number 7365172JC

Account Manager: Bryan Myers

Inside Sales Rep: Michelle Weisel

Title: ToV - Paging Speakers

#	Part #	Description	Unit Price	Qty	Ext Price
1	Enlightened AV Hardware	Enlightened Audio Visual Hardware Comments: ONE.SP6 6.5" coax two-way, direct weather and general purpose speaker. 150 watts continuous, 600 watts peak (114.8 dB/120.8 dB). 8 ohm or 70/100-volt operation - taps @ 50, 25 and 12.5 watts. Bare wire termination. 90x90 HF coverage. IP55 rated. U-Bracket included	\$404.41	12.0000	\$4,852.92
2	CONNECT 352	2 CHANNEL AMPLIFIER 350 WATTS	\$1,283.82	3.00	\$3,851.46
3	EAV-CHAC2	Installation hardware and misc. materials	\$882.35	1	\$882.35
4	V-9972	UNIVERSAL PAGING INTERFACE	\$303.06	4.00	\$1,212.24
5	EnlightenedAV-PROF-SERVICES	Enlightened AudioVisual Professional Services Comments: B-INS436 Professional installation and integration fee. Fixed/firm.	\$5,113.64	1.0000	\$5,113.64
6	PS-SVC-FF	Fixed Fee for Presidio employee labor Deliverable: Project Initiation	\$5,900.00	1.0000	\$5,900.00
7	PS-SVC-FF	Fixed Fee for Presidio employee labor Deliverable: Project Closure	\$5,900.00	1.0000	\$5,900.00

	Sub Total:	\$27,712.61
	Grand Total:	\$27,712.61

This quote is governed by Terms and Conditions of Virginia Commonwealth University Cisco VASCUPP Contract Number 7365172JC
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions LLC
8161 Maple Lawn Blvd., Suite 150
Fulton, MD 20759-2588

Pursuant to this contract your PO must reflect the following contract #
Virginia Commonwealth University Cisco VASCUPP Contract Number 7365172JC

Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details.

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

Customer Signature

Date

General Information			
Client Name	Town of Vienna	Account Manager	Bryan Myers
Contact Name	Tony Mull	Solution Architect	Chris Raines
Contact Phone	(703) 255-6364	Opportunity #	1001722029308
Contact Address	127 Center Street, South Vienna VA 22180 US	Date	22-Aug-2022
Contact Email	tmull@viennava.gov	Service Title	Paging Speaker System

Service Information	
Technology Area	<input checked="" type="checkbox"/> Collaboration <input type="checkbox"/> Other: _____
Type of Request	Fixed Fee

Presidio Networked Solutions, LLC (“Presidio”) is pleased to provide the following services to Town of Vienna (“Client”). This Service Request 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.

Description of Services

Service Name	Task Description
Field Tech Team	Paging Speaker Installation – Per Diagram
Field Tech Team	Run and dress all speaker cables
Field Tech Team	Install amplifiers and paging gateways
Collaboration Engineer	Paging Gateway Registration
Collaboration Engineer	Test Paging Communication/ Notification to Analog Speaker Zones

Assumptions

1. This service request supersedes all prior written or oral agreements, representations and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this agreement must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
2. Modifications in project scope will necessitate a project change request (PCR).
3. This Service Request supersedes any previous scope discussion or agreement including “Vision Deck” PowerPoint proposals, emails, or verbal communications.
4. Client has read and agrees with all items contained or omitted within this Service Request.
5. Any items or tasks not explicitly listed as in-scope within this Service Request are considered to be outside of the scope and not associated with this Service Request and price.
6. Client’s acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the “Project Completion” form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.
7. Work shall be warrantied for 30 days after completion. Product is warrantied per manufacturer warranty policies. Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether or not Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in gathering of such information.
8. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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. EACH PARTY’S ENTIRE LIABILITY AND 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 HEREUNDER.
9. During the term of this Agreement and for one (1) year following the completion of this project, neither party shall (a) solicit, offer to hire, or hire an employee, agent, or contractor of the other party, or (b) assist any third party who wishes to solicit, offer to hire, or hire an employee, agents, or contractor of the Other Party without a prior written consent of

the Other Party.

10. PLEASE READ CAREFULLY. IT IS THE CUSTOMER'S RESPONSIBILITY TO UNDERSTAND ITS OBLIGATIONS TO ENABLE E911 SERVICE.
 - 1.1 **E911 SERVICE.** UNDER RULES ADOPTED BY THE FEDERAL COMMUNICATIONS COMMISSION AS WELL AS PURSUANT TO VARIOUS STATE LAWS, CERTAIN MULTI-LINE TELEPHONE SYSTEMS ("SYSTEM") MUST ENABLE E911 SERVICE BY PERMITTING CALLERS TO DIAL 911 AND BY PROVIDING CERTAIN INFORMATION ABOUT THE CALLER'S LOCATION TO EMERGENCY RESPONDERS (COLLECTIVELY, "THE E911 RULES"). CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SALE, INSTALLATION, AND/OR OPERATION OF THE SYSTEM BY PRESIDIO ARE FUNCTIONS PERFORMED BY PRESIDIO UNDER THE CONTROL AND DIRECTION OF THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT IT CONTROLS AND OVERSEES IMPLEMENTATION OF THE SYSTEM AFTER INSTALLATION AND THAT IT IS RESPONSIBLE FOR COMPLIANCE WITH THE E911 RULES.
 - 1.2 **E911 CHARACTERISTICS.** CUSTOMER ACKNOWLEDGES THAT THE SYSTEM HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED SERVICES. THESE CHARACTERISTICS MAY MAKE THE SYSTEM UNSUITABLE FOR SOME CUSTOMERS. CUSTOMER SHOULD CAREFULLY EVALUATE CUSTOMER'S OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON THE SYSTEM TO ENABLE E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO E911 SERVICE (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS).
 - 1.3 **E911 LIMITATION OF LIABILITY.** CUSTOMER ACKNOWLEDGES AND AGREES THAT PRESIDIO WILL HAVE NO LIABILITY WHATSOEVER IN THE EVENT THAT: (A) CUSTOMER OR ANY OTHER CALLER USING THE SYSTEM IS UNABLE TO PLACE, OR COMPLETE, A CALL TO 911 OR ACCESS E911 SERVICE; (B) EMERGENCY RESPONDERS DO NOT RESPOND, OR DO NOT RESPOND TO THE LOCATION AT WHICH THE SYSTEM, CUSTOMER, OR CALLER IS PHYSICALLY PRESENT OR REQUIRE EMERGENCY SERVICES; OR (C) CUSTOMER FAILS TO COMPLY WITH THE E911 RULES. UNDER NO CIRCUMSTANCES WHATSOEVER WILL PRESIDIO HAVE ANY LIABILITY ASSOCIATED WITH E911 SERVICE, INCLUDING, AND WITHOUT LIMITATION, IN THE EVENT OF: (A) LOSS OF ELECTRICAL POWER; (B) LOSS OF INTERNET CONNECTIVITY; (C) DEFECTIVE OR MISCONFIGURED CUSTOMER PREMISES EQUIPMENT; (D) NETWORK CONGESTION; (E) DELAYS ASSOCIATED WITH THE DELIVERY OF CALLER LOCATION INFORMATION; (F) RESTRICTIONS CREATED BY NON-VOICE EQUIPMENT; (G) RELOCATED EQUIPMENT, INCLUDING OUTSIDE OF THE UNITED STATES; (H) THE SIMULTANEOUS USE OF ONE LINE WITH MULTIPLE PIECES OF EQUIPMENT; (I) FAILURE OF EMERGENCY RESPONSE CENTERS TO ANSWER A 911 CALL; (J) FAILURES OF ANY THIRD PARTIES THAT ARE RESPONSIBLE FOR ROUTING 911 CALLS; (K) THE USE OF NON-NATIVE TELEPHONE NUMBERS; OR (L) ANY FORCE MAJEURE EVENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF PRESIDIO'S LIABILITY IS A MATERIAL TERM TO THIS AGREEMENT, AND THAT IT WOULD NOT OTHERWISE ENTER INTO THIS AGREEMENT WITHOUT THIS LIMITATION, AND THAT CUSTOMER AGREES THAT THESE LIMITATIONS ARE REASONABLE.
 - 1.4 **E911 INDEMNITY.** CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PRESIDIO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR ANY CALLER USING THE SYSTEM RELATING TO E911 SERVICE, INCLUDING, AND WITHOUT LIMITATION, THE INABILITY OF A CALLER TO PLACE OR COMPLETE A 911 CALL OR THE FAILURE OF CUSTOMER TO DELIVER CUSTOMER LOCATION INFORMATION AS REQUIRED BY THE E911 RULES.

Client Responsibilities

1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan.
2. Client will designate a single point of contact with authority to act on all aspects of the services provided and to coordinate the activities of internal personnel, Telco, and other circuit providers, and all non-Presidio third-party contractors as applicable.
3. Client resources and site access must be readily and/or continuously available over the engagement period.
4. The Client is responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.

Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the

technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Project kickoff (remote)
- Milestone level tracking
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required (remote)
- Project closeout (remote)

Locations

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

Site Name	Address	City State ZIP	On-Site / Remote Services
Primary	127 Center Street, South	Vienna VA 22180	On site

Price and Payment Terms

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated. Travel expenses are estimated and include, but are not limited to, mileage, hotels, meals, airfare, rental car, parking fees, taxis, and tolls performed in accordance with the Presidio Advance Travel Policy. Client agrees to make timely payment for services rendered, including partial payments prior to final acceptance.

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

Milestone Name	Amount
Project Initiation	\$5,900.00
Project Closure	\$5,900.00
Total	\$11,800.00

Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones.

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.

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.

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

Authorized Client Signature	Title	Date
Authorized Presidio Signature	Title	Date