



PDS
School Safety Bundle
Statement of Work

May 10, 2018

Prepared by
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ISO 9001:2008 registered



STATEMENT OF WORK

The purpose of this document is to state and agree upon the expectations and conditions Paragon Development Systems (PDS) understands will lead to the successful completion of the work outlined below. This Statement of Work defines the scope, limitations, and the terms and conditions of the work to be conducted by PDS.

Project Scope

School Name desires to access one time funding from the State of Wisconsin to achieve the goal of providing a digital surveillance system. PDS will be providing cameras, video management software and storage, and configuration services.

Background

On March 26, 2018 Wisconsin Governor Scott Walker signed into law a \$100 million plan to improve public and private school safety. For schools that meet DOJ's grant requirements, grants will be awarded in two general categories. DOJ's Primary School Safety Grants will be focus on baseline improvements to schools, including door locks and hardening school entryways. The other category, Advanced School Safety Grants, will be prioritized to award grants to schools that have met minimum security thresholds. The two grant categories will be awarded concurrently.

In an effort to streamline the application process and allow for schools that may not have the resources to complete the application for these funds prior to June 8th, 2018, PDS has created a bundled solution that meets the requirements set forth for using the "Priority Consideration Verification" Process.

The "Bundle" created contains the following hardware:

Description	Manufacturer	Purpose	Qty	List
Camera Station S2024	Axis	DVR	1	\$ 4,999.00
P3225-LVE	Axis	Ext. Entrances	4	\$ 699.00
P3225-LV	Axis	Int. Entrance	5	\$ 579.00
P3707-PE	Axis	Intersecting Hallways	1	\$ 1,199.00
M3105-L	Axis	Straight Hallways	3	\$ 319.00
M3047-P	Axis	Cafeteria (360°)	1	\$ 469.00
P3227-LVE	Axis	Parking Lot & Playground	2	\$ 899.00
A8105-E	Axis	Door Bell Camera/Communicator	2	\$ 799.00
27" EliteDisplay	HP	27" E273 1920x1080 Full HD LED Display	1	\$ 259.00
Mounting Hardware	Axis	Hardware for various mounting surfaces	18	\$ 75.00



Camera configuration and logistics

PDS will procure the software and hardware via receipt of a purchase order from School Name.

The hardware will be sent to our Midwest Configuration Center where the following services will be performed:

- Unbox
- Power-Up
- Firmware updates
- IP Addressing
- Labeling
- Re-box and ship or Rack-N-Roll
- Asset Reporting

Camera Installation

PDS will be responsible for completing the following responsibilities:

- Type-printed labeling of cameras
 - Naming/numbering convention will be specified by PDS at time of project
 - Labels and asset report for all cameras
- Input camera name at the camera's web-interface level
- Setting IP addresses of cameras and bringing cameras online

Video Management Software Implementation

The Axis Camera Station Video Management Software (VMS) will record and allow for playback all new cameras installed as part of this project.

The VMS configuration will include but is not limited to:

- Setting up an interactive facility map (blueprint to be provided by School Name)
- User and admin account configuration.
- Setup of customized tiled multi-camera views appropriate for each location
- Assigning appropriate views and privileges to end-users
- Naming of cameras in a consistent format



- Configuring date and timestamps on recorded video
- Configuring appropriate motion recording activation parameters
- Configuring codecs and recording settings to maximize quality of recordings while working within physical storage constraints
- Configuring remote access to VMS

Commented [MW1]: Jack, Rob/Todd Coplien would need to confirm if these bullets are still relevant for Camera Station, these were Genetec related functions.

Approach

PDS will procure the cameras and video management software and assign a qualified Architect and Project Manager to perform the services listed above.

PDS knows that project planning is a necessary component to project success. Project planning will occur with PDS and will be inclusive of the following elements:

1. Location walkthrough and confirmation meeting
2. Identification of project team roles and responsibilities
3. Identification of key focus areas for functionality testing and validation
4. Development of the installation schedule

Services Schedule

Project scheduling and kickoff will commence after this SOW has been duly executed and PDS has accepted a valid Purchase Order. PDS may require a lead-time of up to a maximum of Thirty (30) business days to assemble the project team. Unless otherwise agreed, services as described in this SOW will be provided by PDS during Standard Business Hours 8:00am to 5:00pm Monday – Friday. If desired and resources are available, this work can be performed during the summer schedule to minimize disruption to school activities.

Deliverables and Completion Criteria

This project will be considered complete when the following services or items have been delivered:

1. Configuration of eighteen new Axis cameras in **School Name** are completed in the designated locations.
2. Listing of outstanding issues, if any, including action plan to resolve the issues.

Client Responsibilities

The following is a list of School Name responsibilities:

1. _____ will be PDS' primary contact as designated by the <<CLIENT>>, and is considered an authoritative decision maker that PDS can rely on for timely response to all client responsibilities and removal of client owned roadblocks. All information, questions and problem-solving issues will



be directed to PDS through this individual. If PDS is to provide other individuals ongoing information concerning the work/scheduling of PDS, the client must provide PDS with the names of the individuals for incorporation into the Project Communication Plan.

2. <<CLIENT>> will configure network switches with appropriate VLANs for S2024 Camera Station.
3. <<CLIENT>> will provide chart of names for cameras.
4. <<CLIENT>> will provide vendor access to their network as needed during the duration of project.
5. <<CLIENT>> will disconnect existing cameras / power supply systems, if applicable.
6. <<CLIENT>> staff will be available to meet with PDS team resources and participate in meetings and information gathering sessions as needed for this project.
7. Project delays resulting from the <<CLIENT>> resource constraints are the responsibility of The <<CLIENT>> and may result in the unavailability of PDS-supplied or other resources. This could result in increased costs to the <<CLIENT>> or additional project delays. Projects delayed more than 90 days as a result of the <<CLIENT>> resource constraints may be cancelled by PDS.
8. The <<CLIENT>> will be responsible for obtaining approved change windows prior to finalizing the project schedule to avoid delays.
9. The <<CLIENT>> will promptly provide all requested information and documentation related to this project.
10. The <<CLIENT>> will be responsible for scheduling and communicating any project-related downtime windows related to infrastructure configuration changes or additions, if applicable, and initiating Change Request Process forms and requests within required organizational timeframes prior to finalizing the project schedule to avoid delays.
11. The <<CLIENT>> will provide PDS resources with Internet access from PDS laptops, to include ability to perform downloads, while on-site at the <<CLIENT>> locations.
12. The <<CLIENT>> will provide office space, phone, and printer availability (either through network or direct) for PDS resources on an as-needed basis.
13. The <<CLIENT>> will provide PDS resources assigned to this project with appropriate security cards or badges for on-site project work.
14. The <<CLIENT>> will provide PDS resources assigned to this project with login ids or other network credentials and authorizations necessary to complete the project, including VPN remote access if remote work is required. PDS will not retain these credentials past the project's closure meeting unless specifically authorized prior to that time.

Assumptions

The following assumptions were made to create this Statement of Work. These assumptions are in addition to any assumptions made in the Project Scope, Financial Plan, or other section(s) of this agreement. Should any of these assumptions prove to be incorrect or incomplete, PDS may modify the price, scope of work, or milestones. Any such modifications will be managed by the Change Management Procedures set forth later in this agreement.

- Maps indicating the desired placement of cameras and types of cameras to be installed in each location can be found.



- School Name will be responsible for cabling and mounting cameras.
- School Name will sign off on camera positioning and focusing by floor/wing before PDS leaves the site.
- It is assumed project services will begin within NET 90 days from signature of agreement, if not, PDS reserves the right to evaluate and adjust pricing, schedule and scope.
- School Name represents that the appropriate licenses for all software installed by PDS are in its possession at the time of installation. School Name will hold harmless and indemnify PDS from liability, including cost of defense, if School Name does not own or have an appropriate license to use all licenses.

Out of Scope

The following tasks and activities are explicitly noted as being out of scope for this project and will require a Change Request to incorporate within this Statement of Work, however items not listed as a part of the Project Scope or Deliverables and Completion Criteria sections and also not listed here are nonetheless considered to be out of scope:

1. Removal/disposal of any existing cameras.
2. Services related to monitoring camera activities.
3. Services related to cabling and camera mounting.
4. Installation / configuration of any external server and storage architecture.
5. Installation / configuration of any existing cameras.
6. PDS will not be responsible for software bugs/defects discovered before, during or after the completion of the project. Initiation and assistance to remedy software bugs/defects, with vendor support tickets if needed, is out of scope and will be handled as a separate, billable service request.

Change Management Procedures

In the event that it may become necessary to amend this Statement of Work, the change management procedures outlined in this section will apply.

Types of Change

Changes to the project may be made for reasons including, but not limited to, the following:

- Scope of work
- Specifications of the deliverables
- Non-functioning or non-availability of materials that is beyond either party's control
- Non-availability of resources that is beyond either party's control
- Environmental or architectural impediments not previously identified

Change Initiation

Either party of the project, PDS or PDS may initiate a change by completing the project's Change Request form. The initiator gives the Change Request to PDS and PDS primary contact to review



and process. A Change Request is actionable once executed by both parties.

Change Review and Approval

PDS primary contact and PDS project manager are responsible for:

- Tracking the change requests
- Evaluating the changes
- Evaluating Changes for Schedule and Financial Impact
- Negotiating what the final changes will be
- Obtaining the appropriate approvals for each change
- Adding changes to the Statement(s) of Work
- Implementing approved changes

The School Name project sponsor, _____, is responsible for obtaining budgetary approval, if needed, for the change.



Terms and Conditions: Warranties, Indemnification and Limits to Liability

Whenever there is a conflict between a Change Request and a prior agreement or a previously-executed Change Request, the terms and conditions of the most recent Change Request shall prevail.

PDS represents that it will provide services in a timely, professional and workmanlike manner. PDS makes no other warranties, express or implied, as to performance, quality, merchantability or fitness for a particular purpose. PDS shall indemnify and hold Client harmless from claims for intellectual property infringement regarding software or equipment provided by PDS. In no event will PDS be liable for any damages in excess of the amount of fees or compensation actually received by PDS in the prior three-month period. In no event will PDS or Client be liable to the other for any indirect, incidental, special, punitive or consequential damages (including the other party's allegations of lost profits, business, revenue, goodwill or anticipated savings, even if informed of the possibility). PDS shall have no liability for Client Content, except when damaged, lost or stolen due to PDS' gross negligence.

Financial Plan

Services and Hardware outlined in this agreement will be provided by PDS based on the following price structure.

Description	Manufacturer	Purpose	Qty	List	% off List	Ext. School Safety Price
Camera Station S2024	Axis	DVR	1	\$ 4,999.00	20%	\$ 3,999.00
P3225-LVE	Axis	Ext. Entrances	4	\$ 699.00	20%	\$ 2,236.00
P3225-LV	Axis	Int. Entrance	5	\$ 579.00	20%	\$ 2,315.00
P3707-PE	Axis	Intersecting Hallways	1	\$ 1,199.00	20%	\$ 959.00
M3105-L	Axis	Straight Hallways	3	\$ 319.00	20%	\$ 765.00
M3047-P	Axis	Cafeteria (360°)	1	\$ 469.00	20%	\$ 375.00
P3227-LVE	Axis	Parking Lot & Playground	2	\$ 899.00	20%	\$ 1,438.00
A8105-E	Axis	Door Bell Camera/Communicator	2	\$ 799.00	20%	\$ 1,278.00
27" Elite Display	HP	27" E273 1920x1080 Full HD LED Display	1	\$ 259.00	5%	\$ 246.00
Mounting Hardware	Axis	Hardware for various mounting surfaces	18	\$ 75.00	27%	\$ 990.00
PDS Professional Services	PDS	Statement of Work Provided*	40	\$ 185.00	30%	\$ 5,200.00
					Total	\$ 19,801.00
					Total Bundled Savings	\$ 5,919.00

Consulting services performed by PDS resources may occur off-site as well as on-site.

On-site professional services will be performed at:

School Name
School Location



PDS will be invoiced as follows:

- Product/Software and Services will be invoiced upon completion of the project as required in the School Safety Grant agreement.

Pricing for this agreement is based solely on the information provided by PDS and the information outlined in this agreement.

Any product, item or service that is not included in the scope, deliverables, or assumptions is not a part of this agreement and will require a Change Request or new Statement of Work. Upon signature from Client, PDS will schedule the additional time/resources as needed.

PDS standard payment terms are NET 30 from date of invoice. PDS retains the right to charge interest at the legally allowable rate on all undisputed amounts aged beyond NET 30 days.

Non-Solicitation

All parties agree that they will not at any time during the period from the start date of this agreement through the date six (6) months after the termination of this agreement, solicit as an employee or consultant any of the employees of the other party to this Agreement without written release by the authorized representative of both parties. If both parties agree to release this non-solicitation Agreement for an individual, the hiring party agrees to make payment of twenty percent (20%) of the initial starting salary plus bonus of the employee if hired within ninety (90) days from the date of granting of consent, and ten percent (10%) of the initial starting salary plus bonus of the employee if hired within 91-180 days from the date of granting consent.

Notice

All notices or other communications required or permitted hereunder or necessary or convenient shall be in writing and shall be deemed to have been delivered when mailed by first class mail, postage prepaid or by fax or e-mail addressed as follows:

If to PDS: Paragon Development Systems.

Attn: Jenna Lara
13400 Bishops Lane
Brookfield, WI 53005
Phone: 800-966-6090
Email jlara@pdsit.net

If to School Name: Name
Attn:
Street
City, State, Zip Code

