

# STRATEGIC COMMUNICATIONS

IT SERVICES • CLOUD • AUDIO / VIDEO

## STATEMENT OF WORK (SOW)

**CUSTOMER NAME: BOONE COUNTY SCHOOLS**

**PROJECT NAME: Cabling Changes V2**

**CURRENT DATE: 2-13-20**

**PROJECT QUOTE NO: 50225**

**SPIN#: 143029015**

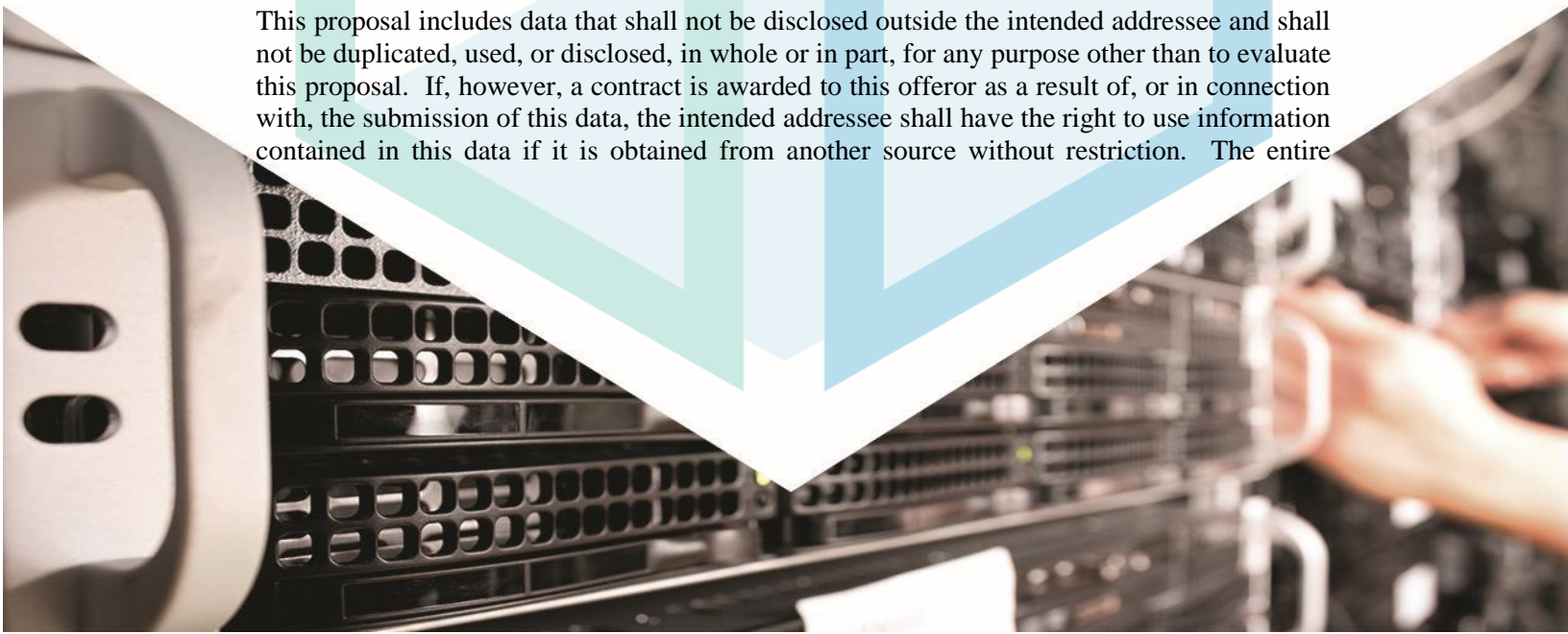
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## 1.0 INTRODUCTION

Strategic Communications, LLC (“Strategic”) headquartered in Louisville, Kentucky and established in 1994, is a Minority Woman Owned Small Business (MWOSB) focusing on commercial and government markets. Strategic retains minority and woman owned certifications from the State of Kentucky, Tri State Minority Council, MSD and WBENC.

Strategic is an Information Technology (IT) network design, engineering and installation provider. Strategic offers comprehensive solutions for infrastructure low voltage cabling, (VTC), Audio Visual (AV), Cloud Services, Voice over Internet Protocol (VOIP), Enterprise Networks, Hybrid Voice and Cloud Voice installations. Our goal is to provide a customer-centric solution and service approach to meet the end user’s business challenges and objectives.

**For example:** Strategic engineered and installed a comprehensive Audio, Video and Broadcast Solution for the new Louisville City Soccer Stadium and was awarded a contract based on our understanding and comprehensive input for the entire solution. This solution included over 500 low voltage copper and multistrand backbone fiber optic cabling. Typically, Contractor’s view low voltage cabling as a stand-alone solution. Strategic brings a more comprehensive approach, taking into consideration or bringing a knowledge of how other integrated components (AV, Wi-Fi, Security devices) interact with the network.

Strategic offers more than 26 years of exceptional experience. We define expertise in this space as a vetted ability to unite qualified resources, proven business processes, engineering excellence, OEM coordination, and supply chain management ability. Strategic is a certified Partner with trusted Original Equipment Manufacturers (OEMs), including but not limited to: General Cable, Leviton, Panduit, Systimax, Bi-Amp, Crestron, Extron, Polycom, Oracle, Amazon Web Services, Microsoft, VMware, Dell-EMC, Cisco, Aruba, Motorola, Tipping Point, TrendMicro, Adobe, Symantec, Redhat, and IBM. Overall, Strategic has partnered with over 1500 OEMs to offer our end users a vast selection of software, hardware and cloud products. In addition, as a Systems Integrator, Strategic has installed customized Network, Data Center, Voice over Internet Protocol (VOIP), Video Conferencing, Wireless Networks, Cybersecurity, and Audio Video solutions for numerous DoD, Federal Civilian, SLED and Commercial Agencies.

Strategic is **ISO 9001:2015 Certified, adheres to BICSI standards** and is one of the only **Cisco Gold Certified Partners** in the state of Kentucky. This certification requires a broad expertise across enterprise network, collaboration, data center, and IP next-generation networks.

Strategic believes our ability to deliver design engineering, installation, project management, warranty, maintenance and professional services to our end users, has been a mitigating factor in the issuance of numerous contract awards from Federal, State, Education and Local entities such as; NASPO Valupoint, PAs from CT, VA, CA, MS, OR, TX, NC. Contract awards from NASA’s SEWP V GWAC vehicle, National Institute of Health CIO-CS GWAC vehicle, ADMC-3, SPAWAR COTS, Army CHES ACCENT, FAA eFAST and the Navy’s Seaport NxG Contract Vehicle, Kentucky Schools, Jefferson Co Public Schools, Warren County Public Schools, University of Louisville, Metro Louisville, along with several other IDIQs, BPAs and Task Orders.

### Staff Experience/capabilities

Strategic’s staff includes 45 employees with an average of 15 or more years of industry experience providing IT services and products to local, state, federal and commercial clients. Our staff includes personnel who possess professional certifications for System Administration and Configuration, Design

Engineering, Installation, and Maintenance. Strategic Team Members currently hold more than 500 certifications from industry leading manufacturers and professional organizations including: AMX-Harman, Avixa, Audinate, BerkTek, Bi-Amp, BICSI, Bogen, Cisco, Cooper B-Line, CompTIA, Crestron, Dell-EMC, Extron, HP Enterprise, Leviton, Panduit, Microsoft, Planar, Plantronics, Polycom, QSC, Shure, SMART, Symantec, TE Connectivity and VMware.

## Number of Installations

Strategic Communications has completed over 10,000 + cable installations in the course of the business being established.

## 1.1 Proposal Featured Product(s)

Strategic's Structured cabling maintains over 22 years of experience with providing for Commercial, Educational, and Government institutions. Strategic fully analyzes each client's needs and provides guidance and recommendations. Our certified engineers have designed, installed a variety of projects such as US Marine Corp, Appriss HQ, City of Columbus, and University of Louisville.

## 2.0 TECHNICAL APPROACH

### 2.1 Project Overview

Project Objective: Provide removal of existing cable and installation of new structured cabling at multiple Boone County Public schools

### 2.2 Detailed SOW (SOW) Description

Project Objective: Strategic Communications (SC) is providing this statement of work (SOW) in response to Form 479 Application Number 200004602. The basis of this SOW is based on information provided on Form 470, answers provided to submitted questions from the school district, cabling spreadsheet provided by the school district, and site visit information gathered by SC. This SOW must be included with any contract awards.

1. General – Installation tasks for each location
  - a. Cabling Pathways - It was determined during the site visit that all new cabling pathways were to be installed since it was doubtful that any pathways were existing. This section describes the cabling support hardware and pathway installation
    - i. Provide and install cable J-hooks throughout the hallways, and rooms to where the cabling outlet is located.
      1. J-hooks are placed every 3' to 5' per BICSI standards.
      2. J-hooks will be mounted above ceiling where applicable to building structure, walls, and other support structures
      3. J-Hooks will be sized based on cable capacity and fill ratios.
    - ii. Provide and install cable sleeves through walls as needed.
      1. Sleeves shall consist of EMT conduit or manufactured firestop sleeves.
      2. All sleeves that penetrate through fire rated walls will be sealed with fire rated sealant.
    - iii. Provide and install cable support hardware in building Main Distribution Frames (MDF's) and Intermediate Distribution Frames (IDF's) as needed.

1. Some MDF's / IDF's will have new ladder tray type cable support installed which will be located below the drop ceiling and above the racks.
  2. Ladder tray will be mounted to the walls and the racks as needed.
  3. Some IDF's are not capable of ladder tray, in these cases J-hook pathways will be installed.
- b. CAT 6A Cable Installation.
- i. Provide and install CAT 6A plenum rated cable to locations that were determined by the school district. See cable count matrix for exact cable counts for each school.
  - ii. This includes standard data outlets, wireless access points (AP), and HVAC equipment outlets.
    1. Prior to installation the school district will coordinate with the contractor the coloring of cables, jacks, and cover plates.
    2. All cables will be homerun to the nearest MDF/IDF
    3. All cables will be terminated with a CAT 6A jack.
    4. All cabling will be installed in the new cabling pathways.
    5. All wall outlets will be mounted in a flush mount faceplate, while all other locations such as AP's and HVAC equipment may terminate in a surface box.
    6. All jacks will be labeled with a unique identifier that is determined by the school district or that matches their existing labeling scheme.
    7. Any cabling locations that require new cabling to be installed in existing conduits, such as in-slab floor boxes and cable troughs must be verified by the school district and the contractor that the quantities requested can actually fit. Since Cat 6A cable is much bigger than the existing CAT 5E some conduits may not hold the exact same quantities of CAT 6A cables. The school district can decide to install these cables in different locations or have an electrical contractor replace the conduit with a larger size.
- c. Existing Cable Demolition
- i. The contractor will remove the existing data cabling. It was determined that the cable removal will be a one-for-one removal for the quantity of cables that are to be installed. Old token ring cabling will be removed as part of this task.
    1. SC will provide a dumpster to be located on school grounds for cable removal and installation trash.
    2. Any old cabling that is not currently terminated to a patch panel will not be removed. This includes any voice cabling, feeder cables, fiber optic cables or cables that are currently terminated on 110, 66, or other termination blocks.
  - ii. SC understands that the old cabling will need to stay active until a cutover to the new cabling is scheduled.
- d. MDF / IDF Buildout.
- i. Provide and install new racks/cabinets as requested by the school district. See rack / cabinet matrix for typed and counts.
    1. 4 post racks will include (2) vertical wire managers, one on each side of the front of the rack and will be mounted to the floor.



2. Wall mounted cabinets will be double hinged for access to the front and the rear of the cabinet
      3. Enclosed cabinets will include solid side panels, solid lockable front and rear doors, and a fan and filter kit.
    - ii. The existing racks/cabinets will be removed and turned over to the school district. These will not be reused for the new cabling.
    - iii. Provide and install new unloaded (48) port patch panels.
      1. Each homerun Cat 6A cable will be terminated with a Cat 6A jack and housed in the new patch panels.
    - iv. Provide and install (1) new Cat 6A 1' grey patch cord for each new cable at the patch panel. Patch cords will be turned over to the school district prior to cut-over.
      1. The school district IT department will be responsible for making the final connections from the ethernet switches to patch panel ports.
    - v. Provide and install only (1) new Power Distribution Unit (PDU) for each new rack/cabinet. The school district is responsible any additional PDU's that are needed.
    - vi. Provide and install ground wire for the new rack to the existing Telecommunications or Main grounding busbar.
      1. Each new rack, and/or ladder tray will be grounded and bonded with a 6 awg. ground wire and two-hole ground lugs.
      2. In the event that a grounding busbar is not provided then the school district can decide if ground wire should be connected and coiled for later use when the busbar is installed.
    - vii. All new cabling will be tested with a Fluke cable analyzer with test reports delivered upon completion.
    - viii. All patch panel ports will be labeled with a unique identifier that matches the corresponding cable at the work area outlet.
  - e. Fiber Optic installation
    - i. Provide and install 12-strand single mode, armored, plenum rated cable to locations as required in the cabling spreadsheet provided by the school district.
    - ii. Provide and install (1) 1U fiber distribution panel in each IDF and (1) 2U fiber distribution panel in the MDF's as required.
    - iii. Provide and install 12 port fiber adapter panels in each fiber distribution panel to accommodate the 12 strand fibers.
    - iv. Provide and install LC type fiber connectors at both ends of each strand of fiber.
    - v. The school district will provide the single mode patch cords for connection to ethernet switches.
    - vi. All fiber will be tested with a Fluke Certi-Fiber Pro and test results will be provided upon completion of the project.
    - vii. All Fiber that is run outside the building will be run through a non-metallic outdoor, flexible conduit.
2. Cable Count Matrix
    - a. These counts only reflect the quantities of Category cabling being installed and removed. The contractor understands that there are token ring cables that are to be removed in addition to the counts below.

Location	CAT 6A Installed	Cables Removed	Receives Fiber Optic Cabling
North Point ES	446	446	NO
Conner MS	595	595	YES
Erpenbeck ES	405	405	NO
Gray MS	680	680	NO
Ryle HS	1056	1056	YES

### 3. Rack / Cabinet Matrix

Location	Full Enclosed Cabinet	4 Post Rack	Wall Mount Cabinet	Half Height Enclosed Cabinet	Reuse Existing Rack
North Pointe	1	2	1	0	0
Conner MS	3	0	0	0	1
Erpenbeck ES	1	1	0	0	0
Gray MS	0	2	0	0	0
Ryle HS	4	1	0	1	0

### Labor quote

Strategic' s labor quote includes work afterhours. Timelines listed in the pricing details are based on 5 technicians, but schedules and staff can be adjusted to expedite the school's timeline. Strategic' s timeline, as it stands for this quote, is 3 months ahead of due date listed in the 470 form.

Strategic	CAB-TECH	Cable technician- Hang Pathways, Rough in cabling and cut in wall drops, terminate user end, project management.
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## 2.3 Engineering Drawings

The contractor can provide an as-built drawing depicting cable numbers and pathways. However, the school district must provide an editable drawing to the contractor so as-builts can be prepared.

## 2.4 Assumptions

This section will describe the assumptions the contractor has outlined in support of the project. Items such as the Key Customer Dependencies which could affect the schedule, cost, or outcome of the project are outlined.

1. The school district IT department is responsible for relocating any and all network equipment to the new racks.
2. The school district will be responsible for providing adequate power to the new racks/cabinets.
3. The school district is responsible for providing grounding busbars in each closet. Any close that does not have a grounding busbar will not be grounded.
4. Prior to the start of work the contractor will count the cables on the rear of the patch panels to verify the counts provided by the school district are correct. Any additional cables can be addressed separately if the school district wants them removed or not.
5. Strategic's labor quote includes afterhours work.
6. Contractor will provide a man lift for each school that has AP's in the gymnasium. Contractor will also provide floor protection while moving the lift across the gymnasium floor.
7. All new Cat 6A and Fiber Optic cable will be tested prior to cutover. All test result will be provided upon completion of the project.
8. The contractor can provide an as-built drawing depicting cable numbers and pathways. However, the school district must provide an editable drawing to the contractor so as-builts can be prepared.
9. The contract will place a dumpster on the school grounds in a convenient place within 100' from the school for trash and old cabling removal.
10. Any work requested outside of this Statement of Work may result in a change order for additional funding.
11. All existing and new cabling locations must be clear of any debris, furniture, shelving, humans and other school supplies prior to work in those areas begin. This proposal does not include labor hours for the contractor to move school or classroom property that is blocking the area where work is to be performed. The contractor will develop a schedule so teachers and faculty will have a chance to clear any debris from these locations.

## 2.5 Training and Documentation

The contractor will provide upon completion of the project, as-built drawings depicting cable pathways and cable numbers for each school. All CAT 6A and Fiber Optic cable will be tested. All test results will be provided upon the completion of the project. No training is required for this installation.

## 2.6 Warranty / Help Desk Support

Strategic Communications will provide a 25-year PanGen warranty on all parts and workmanship. Any items that are faulty due to misuse, physical damage or Acts of God will not be covered under this warranty. Any claims shall be sent to [service@yourstrategic.com](mailto:service@yourstrategic.com) or call 877-379-3470



## 2.7 Implementation Schedule

Upon contract award, the contractor and customer will establish and agree to a project plan prior to the contractor expending any resources in support of the awarded contract. Once the project plan is agreed upon by both parties, any deviations (schedules, parts ordering, risk mitigations, building access, etc.) to the project plan caused by external sources to the contractor require a contract modification to rectify.

## 2.8 Place of Performance

This project will be performed at the following locations:

- Boone County Public Schools
- Strategic Communications Offices

## 3.0 MANAGEMENT APPROACH

### 3.1 Project Management

Strategic will assign a dedicated Project Manager to serve as the primary point of contact for the Customer regarding the contractual and financial aspects of the project. The Project Manager will be responsible for coordinating the Project Kickoff Meeting (PKM) and follow-on Project Status Meetings (PSM) with the appropriate Customer project management and technical staff. This ensures that all reporting is properly conducted and provided as deliverables in accordance with project requirements. The Project Manager will also define and schedule appropriate resources, and provide project status and other communication, and be responsible for scope management, including responding to requests for change in scope. The Strategic Project Manager shall provide exclusive direction to the Strategic on-site engineers.

### 3.2 Project Kickoff Meeting

Strategic will schedule the PKM prior to the start of any work at Customer sites to finalize the Project Plan, to include a finalized SOW, electronic bill of materials, and integration schedule with Customer project management as directed. The PKM is designed to answer any outstanding questions, addressing all aspects of the project and ensure all parties are in complete understanding of expectations. During the PKM, Strategic will confirm and document all reporting requirements and performance expectations.

### 3.3 Project Plan

The finalized documentation will be compiled into a formal Project Plan, to include a Project Schedule in Microsoft Project format, provided as deliverables within fourteen days of PIM completion. Should the Customer require a change to these plans, Strategic will modify the documentation through our Change Management Process and revise activities accordingly. The project schedule is a living document that is subject to change both in content and duration during the life of the project.

Once the Project Plan has been formally approved, the Strategic Project Manager will communicate work assignments to the engineer team and coordinate the work supporting the project. These individuals will be briefed on the Plan's approach so that each understands the overall scope, individual responsibilities, work products, schedule, and performance commitments. The Strategic Project Manager will use an extensive work breakdown structure and a detailed schedule of events to keep the project on time and well within the proposed budget.

### 3.4 Project Status Meetings

As described above, in addition to conducting the PIM, the Strategic Project Manager will schedule and host Project Status Meetings (PSM) to effectively keep Customer project management apprised of progress. The PSMs will follow a mutually agreed upon frequency throughout the life of the project, and shall not exceed one hour total duration per week. PSMs may be held either at the Customer site or via teleconference.

PSMs document the work performed under this project and will be provided as required by Customer project management. PSMs will contain an accurate, up-to-date summary account of tasks completed, tasks ongoing, tasks to be worked, and any outstanding issues. These reports will follow the format provided by Customer project management.

During the execution of this engagement Strategic will develop and provide the Customer the following deliverable products:

- **Weekly PSMs**
- **Monthly Status Reports**

### 3.5 Reporting

The Strategic Project Manager will ensure accurate and timely reporting for all contractual requirements under this project. All reports will be submitted electronically in Microsoft Word format and delivered during PSMs. These reporting deliverables include:

- **Minutes from PSMs and other technical meetings/reviews**
- **Project Close-out report and minutes from Project Close-out Meeting**

### 3.6 Quality Assurance

Strategic's Quality Assurance Program (QAP) starts from the ground up and consists of more than just checking equipment for failures or verifying for correct configurations. Automated procedures, reporting mechanisms, and delivery reviews provide a means for measuring and controlling quality. Our management constantly identifies opportunities for process improvement and challenges team members to improve performance and service. In addition, we make extensive use of checklists, audit reports, and quality reviews to ensure that quality requirements are consistently achieved. Our certified QAP will also provide a systematic approach for ensuring that any programmatic corrective and preventive actions are properly addressed and implemented during the acquisition, integration, staging, and delivery of the project.

Monitoring and measuring customer feedback is necessary for continual improvement and critical to our ISO 9001:2008-certified quality system. We utilize a variety of tools and processes to pulse our customers, receive feedback, distribute the feedback to the respective delivery teams and then take necessary actions to address issues. Depending on the customer's operational environment different tools and processes are employed.

Strategic's QAP is highly standardized and monitored activity that resides at the center of every one of our managed programs. Along with our strict adherence to documented processes, we also understand that each program is unique and requires very specific inputs to ensure its success.

### 3.7 Project Close-out

Once the solution has been delivered, the Strategic Project Manager will schedule a final Project Closeout Meeting. All aspects of the project will be reviewed to ensure that Customer project management has no final requirements. As part of this meeting the following will be verified as complete:

- **Test and Acceptance for each technical area identified in this SOW**

- **Providing of all documentation and deliverables identified in this SOW**
- **Resolution of any punch-list items identified in conjunction with Test and Acceptance**

Upon favorable completion of the above tasks and as part of closure to this meeting, the Customer will sign the project acceptance form, signifying completion of the project.

4.0 EQUIPMENT LIST		
MFG	DESCRIPTION	QTY

Please reference Attachment A – Pricing Sheet, for detailed equipment list and associated pricing for each school.

\*Please note Strategic's cable pricing on the accompanying BOM is the same for any color cable and associated patch cables. Installation will follow color coding requirements detailed by Boone County listed below:

- **Data Cabling – Gray**
- **Wireless Access Point Cabling – Green**
- **Control Cabling for Audio/Video – White**
- **Security Cameras - Orange**
- **HVAC Controls – Purple**
- **Patch cables will be provided and will match corresponding data wire color, 1 foot in length at the panel, and 10 foot in length for device connection at data drop.**

#### 5.0 PRICING DETAIL

Strategic Communications is pleased to offer the products and services described in the above SOW on a Firm Fixed Price (FFP) basis. Cost associated to afterhours labor is included in this quote.

North Pointe Elementary School	Estimated Install Time Based on 5 technicians, 8 weeks
TOTAL PRICE	\$164,960.71
Conner Middle School	Estimated Install Time Based on 5 technicians, 10 weeks
TOTAL PRICE	\$223,209.96
Erpenbeck Elementary School	Estimated Install Time Based on 5 technicians, 7 weeks
TOTAL PRICE	\$150,936.24
Gray Middle School	Estimated Install Time Based on 5 technicians, 10 weeks
TOTAL PRICE	\$232,238.70
Ryle High School	Estimated Install Time Based on 5 technicians: 18 weeks
TOTAL PRICE	\$398,843.31

<b>GRAND TOTAL PRICE</b>	<b>\$1,170,188.92</b>
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## 6.0 GENERAL TERMS AND CONDITIONS

All sales by Strategic Communications LLC., hereafter regarded as Strategic, are subject to the terms and conditions set forth herein.

**1. TERMS:** Payment terms are as follows; Strategic will bill monthly for equipment delivered and labor performed during that month and payment will be due in NET 30 days from invoice submittal. No additional cash discounts are allowed. Partial shipments will be invoiced and paid according to the terms of Seller unless otherwise agreed to in writing and signed by both Buyer and Seller. Unless paid in accordance with the terms set forth herein, future delivery of products and services may be withheld and a 1.5% per cycle finance charge will be applied to all unpaid balances at the beginning of each 30 day cycle. Buyer's use of forms including purchase orders are for Buyer's convenience only. Any conflicting terms or conditions contained in such forms are not to be construed as favorable to the Buyer. Delivery acceptance of goods shall confirm this agreement. All fees for installation services are due as agreed upon within the STRATEGIC order/quote/proposal. This agreement does not in any way alter the credit terms specified on the STRATEGIC order for hardware and software products. Credit terms for hardware and software products commence upon delivery of those products. Payment for hardware, software, and services may not be denied to STRATEGIC due to the state of completion as it relates to services. Any payments not made on time are subject to the maximum penalty allowed by law. Equipment purchased on a lease and not paid within the stated terms by the leasing company shall become past due. Payment will then become the responsibility of the client. STRATEGIC will reimburse the client upon receipt of payment from the leasing company.

**2. WARRANTY:** All products sold by Seller carry the Manufacturer's Warranty unless otherwise stated. Seller's sole obligation shall be as a dealer under the Manufacturer's Warranty. Seller shall not be liable for any delay in the honoring of the warranty, including any indirect, incidental or consequential damages which may arise. Seller accepts defective goods returned to Seller pursuant to the warranties only as Manufacturer's authorized dealer as allowed per Section 5. DISCLAIMER OF WARRANTY, THE MANUFACTURER'S WARRANTIES ARE IN LIEU OF, AND BUYER WAIVES, ALL OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**3. SHIPPING:** Title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight prepaid and added). Where customer has not specified method of shipment, seller will ship in the most economical way consistent with delivery requirements unless previously specified in writing and signed by the Buyer.

**4. DAMAGES OR LOSS IN SHIPMENT:** Any claim for damage, loss, or delay must be made against the carrier. Seller's responsibility for such damage or loss ceases upon acceptance of the shipment by the carrier.

**5. SECURITY INTEREST:** Strategic Communications reserves the right to reclaim installed or delivered goods if payment for goods or services is not received within agreed upon terms after completion of the contractual agreement.

**6. PROPRIETARY INFORMATION:** Any proprietary information, which is specifically designated as such and is disclosed by either party to the other in connection with this sale, shall be used solely for the equipment and materials furnished under this order and shall be protected from disclosure to others. Any software is sold pursuant to a licensing agreement, of which licensing agreement is specifically incorporated and made

a part of this agreement. The Buyer expressly agrees to honor and not violate any license agreements, copyrights or trademarks which are associated with goods purchased pursuant to this agreement.

**7. WAIVER:** In the event of any default by Buyer, Seller may decline to make further shipments or provide further services. If Seller elects to continue making shipments, or provide further services, such action shall not constitute a waiver of any default of Buyer or in any way effect Seller's legal remedies for any such default.

**8. INCORPORATED:** All notes, security agreements, or financing statements which are executed as part of this transaction between the Buyer and Seller are hereby incorporated and made a part of this agreement as if they were set forth in full herein.

**9. WORK DISCLAIMER:** STRATEGIC does not and cannot warrant any software or the loading of data onto the purchaser's disk. Consequently, STRATEGIC is not liable for any time loss, data loss or any other damages that the purchaser or others may claim or suffer because of; problems with purchaser's software; the work performed hereunder or loading data onto or off the purchaser's disks.

**10. DELAYS:** STRATEGIC will in good faith deliver the products and services within the time specified, but will not be liable for any delay in delivery or failure to deliver caused by unavailability of materials, strike, delays by customer or other trades, labor related difficulties, government interference or force majeure.

**11. CHANGE ORDERS:** Changes to the original Statement of Work and /or additional billable charges will require a Change Order signed by both the client and STRATEGIC. Changes include additional materials, labor hours, and /or resources required to perform a request not listed on the original Scope of Work. The customer will have 24 hours (one business day) to agree to such change orders. In the event the customer is unable to approve a Change Order within that time-period, STRATEGIC will continue work per the currently agreed upon Statement of Work.

**12. PAYMENTS: LIMITATIONS ON WITHHOLDING:** As prescribed in the Scope of Work (SOW) whereas the BOONE COUNTY PUBLIC SCHOOLS . must provide services, equipment, labor, or connectivity (including, but not limited to ISDN or IP connectivity), herein identified as OFE (Owner Furnished Equipment), in conjunction with the contractors required services, equipment, labor or connectivity. The BOONE COUNTY PUBLIC SCHOOLS . shall not withhold payment due to non-delivery of BOONE COUNTY PUBLIC SCHOOLS . services, equipment, labor or connectivity.

1. Whereas the BOONE COUNTY PUBLIC SCHOOLS . has not provided the OFE in the scheduled timeframe for the contractor to meet the required period of performance, timelines, or scheduled delivery date. The contractor will be allowed to invoice for labor and materials accrued to that point.
2. Whereas the contractor has delivered all equipment and labor associated with the SOW and the BOONE COUNTY PUBLIC SCHOOLS has not delivered any of the required OFE for the system to be completely functional, then the contractor will invoice for 100% of the issued contract price.
3. Whereas the contractor has delivered all services, equipment, labor, or connectivity but is required to perform system testing, but cannot due to the BOONE COUNTY PUBLIC SCHOOLS failure to provide OFE. Then the contractor shall invoice 95% of the issued contract price.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives:

Client: _____	Strategic Communications LLC. _____
By: _____ (Signature)	By: _____ (Signature)
_____ (Print)	_____ (Print)
Title: _____	Title: _____
Address: _____	Address: _____

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