



Professional Services Statement of Work: Salto Stage 2 for High School

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4620 Wesley Ave, Cincinnati, Ohio 45212 - www.encore.tech



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1.0 Entire Agreement

This Statement of Work ("SOW"), when signed, serves as the agreement between Hopkins County BOE ("Customer") and Encore Technologies (Encore) for Professional Consulting services.

This SOW, together with the Agreement and the Addendum, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all proposals, oral or written, all negotiations, discussions, and all past dealings between the parties relating to the subject matter hereof.

The project estimates and schedules outlined in this SOW are valid for ninety (90) days from the publication date of the SOW. Encore reserves the right to review and adjust these estimates and schedules if Customer does not approve the SOW within ninety (90) days.

2.0 Scope of Work

Encore Technologies shall provide services to the customer for the Door Access control.

2.1 Overview

Encore will be assisting and providing the customer with a new Access control system for the High schools. As part of this scope of work Encore will have some up-front assistance and approach in the initial implementation as that will not be needed and in future projects and designs.

As the second stage of this solution, Encore will be assisting in infrastructure needs Installation and implementation of the interior classroom focused access control solution.

2.2 Installation and implementation

- Provide and install the material for the new access control system for the district. The material will be for a total of QTY. (181) doors for the district.
- Provide and install a total of qty. (102 doors at the Hopkins North Central High school.
- Rooms 1064,1063,1015,1020,1062,1061,1025,1026,1028,1034, custodial,1041,1041-2, custodial office 2 in cafe,1070,1071,1072,1067,1066,1073,1074,1065,1155,1156,1154,1142,1154-2,1142-2, 1152,1157,1159, teacher lounge, 1160,1150, MDF2, 1149,1162,1167, TPA office,1168,1169, custodial closet, 1169-2, 1173,1176, tech lab,1193,1144,1173,1194, mechanical room,1143,1128,1126,1141, Ms. Houchins,1125,1124, TV studio,
- 2nd floor storage, men's room custodial closet, women's room,2065, custodial closet, 2057,2067, the office,2056,2027,2026, mechanical room,2002,2003,2024, office,2004,2005,2006,2007, tpa2, 2009,2010,2011,2020,2012,2013,2014,2015,2017,2016, storage, storage 2, work room,2055, storage, storage 2, 2044, tpa office, 2045, storage, 2053, tpa office, 2047,2048,2049,2063, Library doors 1 and 2, Athletic Complex doors 1 and 2.
- Provide and install a total of qty. (79) doors at the Madisonville North High school.
- Classroom 1,2,3,4,5,6,7,8,9,10,11,11-2,12, 13,101,102,103,104,39,40,41,42,18,16-2, 38, 100, 37, 36, 27, 28,30, Lab 1,2, 106,69,68,67,66,65,64,63,62,45,117,45.2, Band 2,51,48,52,47, Main Office entry,
- Door 14,15,16,17,19,20,35,34,25,107,24, Guidance Off, 114,115,22,21,23, Lib.2,49,46,50,44, Main INT office 1,2.
- Provide and install the wireless gateways that will be needed for the doors at the Athletic Complex High school.

- Provide and install parts and cable needed for QTY. (181) doors to be installed.
- Provide Manufacture Professional Services training package On-site, Certified training certification.
- Provide on hand separate training with Customer for hand off access and questions. Not to exceed 3 consecutive workdays. M-F 8-5PM
- Encore will provide the new access control products that are needed for the installation. This will include card readers, wireless transponders, controllers, door hardware, and power supplies.
- Encore will install all the door access hardware products need for the installations.
- Encore will install and program all door solutions per the customer's request.
- Encore will provide all communication knowledge as a direct communication with the appropriate staff as determined before arrival for the door installations.
- Encore will wire, program, install and test all doors during the initial installation for the door had off.
- Encore will work with the appropriate staff member for the training and software knowledge of the configuration of the system.

2.3 Constraints and Assumptions

- The customer will be responsible for all electrical power requirements.
- The customer will be responsible for any items or tasks where there is a need to communicate, integrate or be associated with the customer building Fire Alarm system.
- Encore will be programming and configuring the new system under the direct direction of the Administration staff member. All decisions of the configuration will be the sole decision of the customer admin staff member for associated liability.
- The software will be delivered to the customer, once the purchase order is in hand and the project coordinator has been in contact with the customer. The customer will need to install the software and have it functioning before arrival on their processor storage device. This would include the SQL data base installation. Any LDAP, installation or data communication installation can be assisted via the OEM manufacturer support. This can be done before arrival from installation.
- Encore requires a minimum of two credentials for installing Encore staff members. These credentials should be all-access, all times pass for installation of these doors. Credential per person would be recommended for these personnel. Once the installation has been completed access can be determined by the customer for all Encore personnel.
- The customer will be indicating all doors that are being worked on and the installation schedule will need to be completed before arrival for work.
- The Customer is responsible for a fully functional door to add access control hardware too.
- The Customer is responsible for remediation of for any door found structurally not capable of supporting new door hardware.
- The customer will provide a staff member with the administration rights to the staff during the installation time frames. If work is to be performed outside of Business hours Monday-Friday 8 AM-5 PM, this staff member will need to be approached and can support the software changes as needed.
- All door hardware will be ordered for all jobs as Stainless Steel finish unless notified by the customer prior to the ordering of any products.
- Encore cannot guarantee installation of any special hardware the installations. Such as but not limited to, electronic panic bars, internal and external door rod installations, and handicap hardware solutions, without a door hardware specialist conformation.

- No net new network drops are included in the SOW, unless noted.
- Aluminum doors will need to be a Medium or Wide frame.
- Any hardware only returns may require a restocking fee.
- Encore cannot guarantee installation of any special hardware in the installations. Such as but not limited to, electronic panic bars, internal and external door rod installations, and handicap hardware solutions, without a door hardware specialist conformation.
- Encore assumes all door are in functional working condition. Encore is not liable for non-function working doors.
- Encore assumes that all doors that are being included in the access control system have a door closer solution installed and supported by the Customer.
- Encore assumes no liability for any existing door associated items that encore does not provide or install.
- Encore assumes no liability for door schedules, credentials, and unattended doors. All schedules and credentials will be administered by the Customer Administer of the system.
- Encore does not provide any integration of additional door systems or solutions.

3.0 Project Management

Encore shall provide a Project Manager (PM) who shall perform the following responsibilities:

1. Work with Customer to establish a preliminary project plan for the Engagement.
2. Work with Encore and Customer engineering teams to prioritize and plan technical activities.
3. Create an implementation schedule, schedule resources, and communicate project plan to all stakeholders.
4. Conduct planning activities, status meetings, and other reporting metrics for the project.

4.0 Responsibilities

Responsibilities are requirements that shall be fulfilled for work tasks to be performed.

4.1 Customer Responsibilities

The Customer shall fulfill the following responsibilities for Encore work tasks to be performed:

1. Customer shall identify a single point of contact with decision-making authority regarding this SOW for communication with Encore personnel.
2. Customer shall provide remote access capability via VPN or other equivalent means for Encore personnel to perform the Services.
3. Customer shall provide adequate facilities, access to basic office equipment as required, and a safe work environment for Encore personnel in order to perform the Services.
4. Customer shall communicate all applicable policies and procedures, e.g., screening, training, security, safety, conduct, etc., to Encore in advance of the commencement of Services by Encore.
5. Customer shall coordinate the activities of any third party (i.e., not engaged by Encore) subcontractor(s) to prevent delays or hindrances to Encore personnel due to such third-party subcontractor(s).
6. Customer shall provide necessary configurations and other relevant documentation to Encore.

7. Customer shall provide or procure all appropriate hardware, software, and licensing required for any project implementations.
8. Customer shall schedule and communicate appropriate maintenance windows for installation activities.
9. Customer shall be responsible for final acceptance of the appropriate solutions presented by Encore.
10. All building permits and associate fees will be provided by the customer as needed.

4.2 Encore Responsibilities

Encore shall fulfill the following requirements:

1. Encore shall identify a single point of contact with decision-making authority regarding this SOW for communication with Customer personnel.
2. Encore shall present qualified resource(s) to Customer on a non-exclusive basis. Resource(s) shall have the necessary skill sets, certifications (as required) and experience to perform the Services in a professional and diligent manner and create quality deliverables that meet or exceed industry standards.
3. All Encore personnel and subcontractors, if any, who perform Services at the Customer facility shall comply with Customer's background check, drug and alcohol screening, facilities orientation, security, environmental protection, employee health and safety, supplier code of conduct, and other applicable policies and procedures.
4. Encore shall ensure resource(s) wear proper identification as agreed upon with Customer.
5. Encore shall manage resources assigned to perform the Services and meet with the Customer to discuss performance concerns.
6. Encore shall attend project meetings as requested by Customer and provide status updates on the progress of the Services and anticipated completion dates.
7. Encore shall ensure resource signs a confidentiality or non-disclosure agreement, non-compete agreement, and/or assignment of rights in created deliverables as required by Customer.
8. Encore shall pay wages to resource working for Customer in compliance with applicable law. Encore shall withhold and pay payroll taxes to the appropriate taxing agency(s) on behalf of resource.
9. Encore shall provide workers' compensation insurance and process workers' compensation claims involving resource.

5.0 SOW Change Order

Both parties recognize that the Customer may want to implement changes to the Services during the SOW Term. In the event of a change request from the Customer, Consultant shall prepare a written request specifying the change(s) to the Services ("Change Order"), including the impact that the change(s) shall have on the provision of the Services and the pricing. Both parties shall review the impact and determine approval or disapproval of the Change Order.

If an approved Change Order causes an increase or decrease in the charges for the Services, the new rate shall become effective once the change has been made to the Services. Any one-time, non-recurring charges to implement an approved change shall be defined in the Change Order.

Approval of the Change Order shall be confirmed by the signatures of authorized representatives of both parties. Upon approval, the Change Order shall be subject to the terms and conditions of this SOW. No change to the Services shall be implemented until both parties have executed the Change Order.

Change Order Approvals

(Requires a minimum of one Customer and one Encore authorized signature)

Name	Title	Date	Signature

Reason for the Change

Change Request	
Description	
Reason	

PM Contact Information

Encore Reference Number: DMNDxxxxxxx			
PM Name	Title	Phone	Email
Customer PM			
Encore PM			

Project Impact

Project Impact	
Timeline Impact:	
Budget Impact:	
Changes to Deliverables or Approach	

6.0 Fees and Payment

Services to be performed by Encore associates under this SOW shall be provided to Customer on a time and materials basis with fees paid according to the terms outlined in this section.

6.1 Project Charges and Timing

Services to be performed by Encore associates under this SOW shall be provided to Customer on a fixed fee basis according to the following milestones.

Description	Amount
Total	\$223,242.51

6.2 Standard Encore Payment Terms

Undisputed invoices are due and payable in U.S. dollars within thirty (30) days of the date on the invoice unless the parties otherwise agree in writing. Undisputed payments not received by the due date are considered past due. Encore reserves the right to impose a late charge of one-half percent (0.5%) per month (but not more than the maximum rate permitted by law) on all undisputed past due amounts.

6.3 Termination

Customer may terminate this SOW without cause, i.e., for its convenience, by providing at least ten (10) business days prior written notice to Encore. Customer is responsible for the undisputed, unpaid amounts in all invoices for Services performed by Encore Resources up to and including the date that Services are discontinued.

All other termination should be in accordance with the MSA executed between Encore and Hopkins County BOE dated the Effective Date, reference Section 18 Termination – Rights of Termination.

7.0 Warranty

Advantage Essential New Systems Warranty

Integration Workmanship

ENCORE, LLC. warrants against defects in material and workmanship in the programming, mounting, and the interconnection of permanently installed audio-visual, security, and network equipment. This integration workmanship warranty is valid for 90 days. The warranty begins on the date listed on the Beneficial use Date. All service calls are responded to on a best effort basis between the hours of 8:30am-4:30pm M-F.

Manufactured Equipment

All new equipment installed by ENCORE, LLC. is warranted under the manufacturer's terms and conditions. No other equipment warranty is provided or implied. Manufacturers' warranties do not cover the expense of removing, shipping, or re-installing serviced equipment.

Exclusions

This warranty does not apply to any equipment where the interior or exterior has been damaged, defaced, tampered with, or altered in any form at any time. Coverage will also be terminated when any equipment is subjected to misuse, abnormal service, handling or damage caused by natural phenomenon, such as: flooding, fire, lightning, tornado, earthquake, unstable atmospheric conditions, power surges, outages, or similar disturbances. Moving or tampering with wiring or connective hardware associated with the power supply, network connectivity, control, or equipment rack arrangement will also terminate warranty coverage. If any installed equipment is serviced by an entity other than ENCORE, LLC., it will not be covered by ENCORE's warranty. This warranty does not cover consumable items such as batteries, lamps etc.; these are normal use items which are to be replaced by the customer as needed. Owner Furnished Equipment does not apply and is not covered under warranty.

Professional Services Statement of Work:

Hopkins County BOE

This Professional Statement of Work ("SOW") is effective as of the last date entered below ("Effective Date") and entered into by SJN Data Center LLC, dba Encore Technologies, of address 4620 Wesley Avenue, Cincinnati, OH 45212 ("Encore"), and Hopkins County BOE ("Customer"), of 320 South Seminary Street, Madisonville, KY 42341

This SOW defines the performance by Encore for IT Professional Services ("Services") and the receipt or use of the same by Hopkins County BOE. The Services are subject to the terms and conditions in the Master Services Agreement ("Agreement") and the Professional Services Addendum ("Addendum") as executed by said parties. Duly authorized representatives of said parties executed this SOW as of the Effective Date.

Hopkins County BOE

SJN Data Center LLC, dba Encore Technologies

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____