



Uninterruptible Power Supply Services Statement of Work

For City of Corpus Christi

SOW# FDS10062021

October 5, 2021

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1. Engagement Overview

This Statement of Work (SOW) represents an agreement between Freeit Data Solutions, Inc. (Freeit) and the City of Corpus Christi (Client) to provide professional services for uninterruptible power supply installation, configuration, and upgrade.

2. Scope of Work

2.1 Freeit Scope

The following list of activities represents our initial understanding of the work intended for this engagement. This scope of services is outlined below. Anything outside of what is listed is outside of scope.

Note: Client must have redundant power source for their loads during the UPS swap, or be able to schedule downtime during the swap.

Transfer of Service Connection

- Disconnect 120/208V service wires from existing UPS
- Disconnect existing UPS ground connections from ground bar
- Move the existing UPS out of place and move the new UPS in to place
- Connect 120/208V service wires to new UPS
- Connect ground wires from UPS to ground bar

Transfer of Service Load

- Validate proper operation of UPS and capability of supporting service load
- Configure UPS for network and monitoring
- Transfer internal connections to the new UPS

Freeit will provide and install the below hardware at city location. These units feature repair or replace warranty service for the terms listed below.

- Qty. 1 – Smart UPS unit featuring 120V input/output voltage and network card
 - Features 3-year Next Business Day on-site service for UPS and battery
- Qty. 2 Smart UPS rail kits
 - Features 2-year warranty service
- Qty. 1 – Symmetra PX – Scalable to 100kW
 - Features:
 - Qty. 1 APC Symmetra PX 60kW Scalable to 100kW, 208V with Startup
 - Qty. 1 Symmetra PX 10kW Power Module, 208V, High Efficiency
 - Qty. 3 APC High-Performance Battery Module for 400V Symmetra PX 48/96/160KW & 208V Symmetra PX 100KW
 - Qty. 3 APC Symmetra PX Battery Frame for 400V PX 96/160kW & 208V PX 100kW with 9 Battery Modules & Startup
 - Qty. 1 Symmetra PX 100 Maintenance Bypass Panel, 208V

- Above units feature 2 years of warranty extension and 2 years of Advantage Ultra, totaling 5 years of Next Business Day on-site service coverage including the factory warranty
- Symmetra services included are:
 - Qty. 1 – Scheduled 5X8 Assembly Service for Symmetra PX 80 or 100KW frame UPS, first XR Frame and/or PDU
 - Qty. 3 – Scheduled Assembly Service for (1) External Battery Frame for Symmetra PX 80 kW
 - Delivery: Will include the carrier bringing the equipment inside to the room where it will be installed, removing the equipment from the pallets, and removal/disposal of packing material. Old unit(s) will not be removed.

2.2 Out of Scope

Deliverables and activities that are not identified in this document are, by definition, out of scope unless accompanied by an approved Project Change Request.

2.3 Estimating Assumptions

The overall scope and related work estimates for this engagement were developed based on the following assumptions. Material changes to these assumptions may impact the estimated effort, schedule and fees associated with completing the work.

- The scope, approach, and deliverables for this initiative are based on our current understanding of the work required to complete the objective.
- Information provided in Client documents and statements used to develop this Statement of Work are assumed to be an accurate representation of the respective subject matter.
- Client will provide Freeit Consultants with necessary permissions and credentials for accessing the client systems.
- In accordance with the project schedule, the assigned Freeit resources will be engaged on a full-time basis and work will be completed on consecutive business / working days for the duration of this engagement.
- Client key stakeholders will be readily accessible for key decision making throughout the course of the initiative.
- The Freeit team may perform portions of the work either on site or off site, depending on the nature of each task.
- Some work items will be more accurately defined during the engagement. Should we encounter a deviation from the total estimated schedule or effort, a change order will be presented for approval prior to commencement of the associated work.
- Client understands the success of this project is dependent upon the participation of Client staff, third party vendors and equipment availability based on the procurement of hardware to facilitate project needs. Participation levels will be determined and communicated during the engagement.
- The Freeit team assumes that the Client will have the proper facilities, space, and equipment to support the efforts of the project team. This will include all necessary hardware required for the installation and testing of each technology being designed.

- Client will review interim and final deliverables and report acceptance or discrepancy to the Freeit team within 3 days of submission of deliverables.
- Client will assume responsibility for management of all non-Freeit Systems managed vendors.
- Client will provide details of all relevant policies and standards which may have a bearing on the design, testing or implementation of any new technology.

2.4 Change Management

Freeit will notify Client immediately if there is any material change in scope, schedule, or budget. Conversely, Client will notify Freeit immediately of any changes in scope or timeline. Any change to the scope will be managed using Freeit Project Change Management process. Under this process, either Freeit or Client may initiate a change request when some change or event has occurred that may impact the scope, schedule, or budget of the project. Once submitted, Freeit will respond with formal documentation that includes description of the change, effort to implement the change, and cost of the change. The effort and cost estimate will only be performed if Client has agreed in writing to any billable charges for this analysis. The change management process will provide Freeit and Client an understanding of the change and how it will impact the project in relation to duration and cost before the change is actually implemented.

Client can choose to approve or deny the change request. Freeit will not proceed with work related to the change request until Client has issued formal approval.

Some examples of events that can cause a Change Request include the following:

- *Change in Technical Scope* – Client decides to include new functionality or capabilities not identified in the initial scope and related work estimates.
- *Change in Scope of Work* – Client requests Freeit perform work activities or produce deliverables not originally assigned to the Freeit team.
- *Change in Approach* – Material changes in the work approach due to circumstances outside the control of the engagement team (some examples include: Client team members not available as planned, delays in Client tasks or responsibilities, equipment not available as planned.).
- *Change in Schedule* – Material changes in the schedule due to circumstances outside the control of the engagement team

3. Professional Service Fees

Freeit will provide the services defined in this SOW on a fixed fee basis at a cost of \$201,636.22 for city location. Freeit will invoice the Client for 50% after the equipment has been delivered and the remaining 50% at the time of completion of the engagement. Client shall pay all amounts due under this Agreement no later than thirty (30) calendar days after Client receipt of Freeit's invoices.

4. Terms and Conditions

This SOW offer shall expire November 15th, 2021 unless executed. The term of this SOW is effective beginning upon execution and continues through completion of the engagement. The installation services must be scheduled within 30 days of equipment delivery.

The Parties acknowledge that Client is a Texas governmental entity subject to the Texas Public Information Act (the "Act"). Should Client receive a request for disclosure of information related to this Agreement, Client will promptly provide Freeit notice of such request so that Freeit may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such information. The burden of establishing the applicability of exceptions to the disclosure of information under the Act resides with Freeit. Should Freeit be unable to establish a valid exception from disclosure or exclusion from the Act, then Client may release the information, solely to the extent necessary to comply with the Act.

5. Insurance

Certificates of Insurance in accordance with requirements sent forth by the City of Corpus Christi previously have been included at the end of this document.

6. Acceptance

Please acknowledge acceptance of this with signature below.

Freeit Data Solutions	City of Corpus Christi
SIGNATURE	SIGNATURE
PRINTED NAME: Joe White	PRINTED NAME:
TITLE: Account Executive	TITLE:
DATE:	DATE: