



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

September 10th, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: David W. Aubertine, Director of Cybersecurity and IT

Subject: Professional Services Agreement
Contract ET-002
Cisco Phone Systems Maintenance
Project No. 202500197

The Erie County Water Authority (Authority) recently issued a Request for Proposals (RFP) for professional services for WebEx calling implementation support and consulting services for Cisco-based telephone and conferencing systems. After review of responses, it has been decided that ePlus Technology, Inc. (ePlus) provided a combination of the best project approach, best staffing and best overall project cost at a total of \$50,916.53.

This memo is to request approval of the agreement with ePlus. The scope of work has been reviewed to ensure it meets the needs of The Authority and matches the scope of the RFP response. The scope includes professional service hours and support for performing telephone system upgrades, maintenance, and training for both IT staff and Customer Service. It has also been reviewed and approved by the Law Department and for meeting the necessary insurance requirements.

The following material is attached:

- Authorization Form
- Professional Service Contract.
- Copy of Interoffice Memorandum from David W. Aubertine, Director of Cybersecurity and IT, dated September 9th, 2025, detailing recommendations for the contract assignment after review of Request for Proposals (PN 202500135).

Budget Information:

Unit: 8525

O&M Line 19 Payments to Contractors-Other

DWA:jmf
Attachment

cc: C.Eaton
J.Tomaka
L.Kowalski
L.Lester,
T.McCracken
M.Carney
CONT-ET-002-2201



Where Technology
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Statement of Work

Erie County Water Authority

UC Migration to WxC & WxCC

SOW# Erie County Water Authority-UC Migration to WxC & WxCC-150409

9/10/2025

Dave Aubertine

3030 Union Road

Buffalo, NY 14227

716-685-8210

daubertine@ecwa.org



1.0 INTRODUCTION AND EXECUTIVE SUMMARY

This Agreement and Statement of Work ("SOW") is effective as of the last signature ("Effective Date") by and between Erie County Water Authority ("Customer") and ePlus Technology, inc. ("ePlus") (each of ePlus and Customer a "Party" and together the "Parties"). This SOW is governed by the NYS OGS PM70052 contract for the provision of professional or consulting services by ePlus to Customer (the "Agreement").

1.1 EXECUTIVE SUMMARY OF THE SERVICES

Customer has engaged ePlus to facilitate the migration from Unified Contact Center Express (UCCX) to Webex Contact Center.

1.2 DEFINITIONS

Deliverable: A measurable indication of progress within a given phase, documentation in hard copy or electronic form such as analyses, reports, manuals, test results, or any other items as set forth in section 2.2.

Milestone: A specific goal, objective, or event pertaining to services described in this SOW.

Normal Business Hours: The hours of Monday through Friday 8:00 a.m. to 5:00 p.m. local time, excluding any federal and ePlus observed holidays. A list of ePlus observed holidays will be provided upon request.

Products: Third-party hardware and/or software products are sold separately and are not deliverables.

2.0 SCOPE

2.1 SERVICES

The Services that ePlus and/or its subcontractor shall provide will include:

Project Kick-off

- ePlus will conduct a kick-off meeting:
 - Introduce the project team and review roles and responsibilities for Customer and ePlus
 - Review project objectives and scope of work
 - Review project deliverables and key milestones
 - Identify acceptance criteria for project milestones
 - Review delivery method and acceptance criteria for deliverables
 - Identify critical project deadlines
 - Identify and secure critical dependencies/constraints, which may include:
 - Resource availability
 - Work blackout dates
 - Customer maintenance windows
 - Review project change management procedures
 - Discuss initial requirements needed by ePlus from Customer
 - Remote access to the existing environment
 - Review existing calling architecture and calling documentation
 - Schedule project status meeting(s) and frequency



Planning and Design

ePlus will discuss the following with Customer

- Remote access
- Smart Account, review licensing and Flex subscriptions
- Network readiness assessment (internet access points/firewalls)
- Dial Plan, PSTN access, local gateways, and telephone number porting
- Endpoints, phone firmware, and soft clients
- Migration strategy planning and schedule
- Data discovery – Customer will receive a Webex Calling/CC template. Customer will identify and validate users/features to be configured.
- Design document (with sign-off)
- Customer to install Webex App on user desktops/mobile devices
- Discuss call flows of groups to be migrated
 - Twenty (20) Agents, five (5) Supervisors
- Call recording using Cisco products cover in the EA 3.0

Implementation

Webex Calling Multi-Tenant Migration

- Migrate users in groups/locations
- Install and configure up to two (2) Attendant Consoles.
 - Attendant Console is a web-based tool that combines the Webex Calling service, Webex App, or desk phone with a desktop interface to process calls within or outside your organization.
- Migrate the existing paging system to Webex Calling, utilizing an Analog Telephone Adapter (ATA)
- Bulk provision phones for a specific group/location: Username (email address), DN number, phone model type, and MAC address
- Upload migration licenses to upgrade.cisco.com
- Run phone migration process
- PSTN Porting - dial peer modification
- Update dial plan in CUCM - delete migrated users
- Emergency calling for registered phones - Upon phone registration/reboot, phones at the physical location will trigger the location registration with RedSky Horizon Mobility using the HELD protocol
- RedSky - Configure each physical dispatchable location in the Horizon Mobility Portal
- RedSky Horizon Mobility Portal - Assign each network element (switch, switch port, wireless access point, and IP subnet or endpoint) to the physical dispatchable location
- ePlus E911 Compliance Test Plan with Customer Signoff

Webex Contact Center Configuration

- Customer Org Provisioning
 - Set base Webex CC attributes in the Control Hub
- Voice Service Provisioning
 - Use CUCM local gateways for PSTN
- Control Hub
 - Users - add users and assign Webex CC license



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- Set user roles - Agent, Supervisor, Administrator
- Webex CC Admin Portal - Provisioning Module
 - Configure entry points, queues, sites, teams, users, user profiles, agent profiles, address book, wrap-up codes, desktop layouts, skill definition, and skill profiles
 - Map out skills-based routing logic
 - Build multimedia profiles and assign to sites, teams, and agents
- Webex CC Admin Portal - Flow Designer
 - Configure Call Flow Routing Logic
 - Call handling activities - play music, callbacks, time in queue announcements, and IVR Build for Webex CC
 - Webex Contact Center – Four (4) queues
 - Billing
 - Dispatch
 - Customer Service
 - Commercial
 - Conditional routing (enable/disable emergency closure/no agents logged in)
 - Meter read IVR with APIs (GET - account info, POST – meter reading update)
 - Water quality AA
 - ECWA main menu AA
 - Integration with plant paging system
 - Attendant console implementation

Testing

- Validate call flow and Webex CC functionality
- UAT sign-off

Training

- Webex Contact Center training (train the trainer)
 - Train the trainer sessions for agent and supervisor (up to four [4] hours)
 - ePlus will teach one (1) remote Webex CC agent class (up to two [2] hours)
 - ePlus will teach one (1) remote Webex CC supervisor class (up to two [2] hours)
 - Supervisor and agents training Q&A session (up to two [2] hours)
 - Prepare call center end user training guides
 - Administrative training (one [1] session on Webex CC admin for up to four (4) hours)

Cutover

After the Cloud Calling environment has been configured and pilot phones have been tested, the following tasks will be completed during this phase:

- Inventory remaining, non-pilot phones per location
- Cutover - It is assumed that this will be migrated to the new system during multiple cutover events
 - Convert phones to MPP firmware
 - Configure phones with DIDs
 - Complete the calling test plan
 - Provide up to four (4) hours of post-cut support



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- Configure voicemail
- Training
 - ePlus will provide up to two (2) hours of admin training for Webex Calling. Customer will be responsible for training any other users requiring training.
- Cutover and first two (2) days of service (up to eight [8] hours)

Informal Training & Documentation

This phase will involve informal training, along with the finalizing of documentation created throughout the project. Also, Customer acceptance and sign-off on the completed SOW will be requested. The following tasks will be completed:

- Prepare documentation
 - User Acceptance Testing (UAT) documentation end-user test cases
 - UCaaS as-built documentation: containing IP addresses, network diagrams, naming conventions, usernames, and passwords for newly configured components
 - Completed test plans
 - Conduct closeout meetings

Project Management

Standard Project Management is utilized when the management requirements for a project of mid to high complexity. The expectation is that the Project Manager will be working on tasks which may include meeting planning, resource scheduling, equipment confirmation, and issue tracking, within a project workbook. The Project Manager will also be responsible for project closeout and satisfaction surveys.

2.2 DELIVERABLES

ePlus will provide Services only, and no Deliverables will be provided except as follows:

- ePlus will provide an electronic copy of the completed ePlus E911 Test Plan including testing of the E911 functionality (Customer Signature indicating agreement required).
- ePlus will provide an "As-Built/Snapshot" document of the application's functional system configuration that support the completed E911 operations in alignment with the design and test plan.
- User Acceptance Testing (UAT) documentation end-user test cases
- UCaaS as-built documentation: containing IP addresses, network diagrams, naming conventions, usernames, and passwords for newly configured components
- Completed test plans

2.3 PLACE OF PERFORMANCE

Unless otherwise specified elsewhere in this SOW, all on-site Services will be performed at Customer's facilities located at the following location(s) ("Customer Site"):

- Services will be performed remotely



3.0 CUSTOMER RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

During the course of this project, ePlus will require the support of Customer staff and computing resources. If the required Customer resources cannot be made available, the scope of the Services, estimated schedule (see section 5.1), or both may be affected. Customer agrees to provide the following:

- A work area suitable for the tasks to be performed and any required software or documentation.
- If Customer directly procures any hardware or software required for this project, Customer agrees to provide the hardware, software, and any accompanying support documentation or instructions.
- Ensure sufficient rack space, power, electric, cooling, etc. for new hardware is in place prior to implementation
 - **Note:** The Customer is responsible for moving existing equipment within a rack to make sufficient space for new hardware. ePlus resources are not responsible for moving existing equipment during the physical installation of new hardware.
- Customer is responsible for the removal and disposal of hardware being replaced as part of this project.
- Provide location for disposal of packing materials. ePlus will dispose of debris (cardboard, plastic, wood skids, Styrofoam, and other miscellaneous packing materials) in customer-supplied dumpster
- Customer will provide patch cables related to project unless otherwise specified in this SOW.
- A secure storage location for all equipment delivered to the Customer Site until the scheduled ePlus installation date, if applicable.
- Contact personnel to escort the ePlus resource(s) through the Customer Site.
- Access to the Customer Site during the work hours required for this project.
- Current network topology
- Electrical power outlets to support requirements of the installed network equipment
- Provide a single technical point of contact, who is familiar with the IT environment and requirements, to work with ePlus engineering resource(s) throughout the project and act as a liaison between the Customer's staff.
- Provide requested network diagrams/information to ePlus within two (2) days of the initial request.
- Customer represents and warrants that it has all right, title, and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions, and releases necessary for ePlus to perform its obligations under this SOW. Customer shall indemnify, defend, and hold ePlus harmless from any claims or liabilities arising out of Customer's breach of the foregoing.

3.2 PROJECT SPECIFIC CUSTOMER RESPONSIBILITIES

- Provide remote access to ePlus resource as required throughout the project
- Provide on-site access to ePlus resource as required throughout the project
- Provide a clean, safe working environment for ePlus resource throughout the project
- Provide all hardware, software, and licensing related to the project - whether procured through ePlus or another vendor
 - Customer is responsible for equipment counts. Customer will take possession of hardware ordered through ePlus at the Customer site prior to ePlus engineering resources arriving on site for implementation. At the time of taking possession of the hardware, software, and licensing Customer accepts ownership and therefore must be responsible for providing ePlus resources with appropriate equipment counts.



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- Ensure active manufacturer support exists on hardware and software related to this project in the event a technical support case needs to be opened
 - In the event active manufacturer support is not available, ePlus' resource will work on an issue for up to two (2) hours. After that point Customer is responsible for the resolution of the issue based on ePlus' recommendation.
 - ePlus is not responsible for delays in the project timeline due to the lack of manufacturer-level support.
- Customer is responsible for required cabling related to this project.
- If the items have been shipped directly to Customer, Customer is responsible for ensuring the hardware/software is at the appropriate installation site for the ePlus resource. This includes ensuring the hardware/software is located in close proximity to the IDF or MDF into which it will be installed.
 - ePlus resource is not responsible for moving hardware/software.
- Customer is responsible for testing fiber to ensure desired bandwidth can be achieved.
 - **Note:** This project does not include mode conditioning cables. Customer is responsible for obtaining such items based on ePlus' recommendation in the event it is determined the existing fiber cannot provide adequate bandwidth.

3.3 UNIFIED COMMUNICATIONS PROJECT RESPONSIBILITIES

- Physical deployment of IP phones unless otherwise stated in this SOW
- CDP/LLDP configuration of voice VLANs on Customer-provided switches that will be used in this project unless otherwise specified in this SOW
- Identify prior to implementation, third-party products integrated into Exchange or system that may require integration into components included in this project
- Customer is responsible for configuration changes on hardware or software not listed in this SOW.
- Install end-user application clients after ePlus resource provides remote demonstration
- Troubleshoot end-user client operating system issues related to UC software installation
- Make required changes in LDAP server to accommodate for Unity Connection/Exchange integration
- Make required changes to the Exchange server to accommodate Unity Connection/Exchange integration
- Ensure carrier circuits are in place prior to on-site implementation, including required DID blocks if needed:
 - Interfaces should be mounted no more than six feet (6') from routing device. Customer should consult with their engineer as to the appropriate interface(s).
 - **Note:** ePlus will work with Customer for up to two (2) hours on carrier-related issue(s). After that point if the issue is not resolved, Customer will be responsible for working with the carrier to remediate the problem(s).
- Provide all hardware, software, licensing, and support required for the deployment of Nomadic E911 unless otherwise stated in SOW
- Customer is responsible to provide any state/local legislative E911 requirements to which the Customer is subject to for ePlus to incorporate in the design
- Ensure all cabling is complete prior to Nomadic E911 implementation
- Provide ePlus resource with any required user or location information needed to complete the configuration of Nomadic E911
- Provide ePlus with information needed for ERL to user/device mapping including but not limited to:
 - Switch-port mapping information



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- IP Subnet mapping information
- Wi-Fi access point BSSID mapping information
- If the Customer does not have the information and would like an ePlus resource to gather the information, a change order to the existing SOW will be created to reflect the additional required labor with associated cost
 - **Note:** If ePlus is engaged to accomplish the above task, it should be noted that project timelines will be extended.
- Ensure all necessary carrier agreements are in place prior to Nomadic E911 configuration
- Ensure all agreements, ALI database format, and content have been confirmed with the appropriate provider/PSAP
- Customer is responsible for providing PSTN service that is available during implementation for testing purposes
 - Project delays resulting from PSTN availability may result in a change order and additional charges
- Ensure all necessary ELIN DIDs with E911 service have been obtained from carrier prior to Nomadic E911 configuration
 - Customer is responsible for ensuring the appropriate number of ELINs are associated to an ERL
- Provide a list of any wireless, soft-phones, analog, or third-party SIP phones that need to be manually entered into Nomadic E911
 - Nomadic E911 may not automatically track these devices
 - Customer is responsible for any moves/adds/changes that must be manually updated in Nomadic E911 following system Go-Live
- Sign off on ePlus “Nomadic E911 Design” document
- Sign-off on Systems/User Acceptance Test Plan that E911 is functioning as designed
- Send initial ALI information from project deployment (provided by ePlus resource in Excel format) to necessary provider(s) or PSAP(s) so ALI database is updated and notify ePlus when complete
- Upon project completion, Customer is responsible for maintaining Nomadic E911 established design outlined in “Nomadic E911 Design” document
 - ePlus is not responsible for any change made by Customer that adversely effects Nomadic E911 functionality
 - **Note:** ERLs are assigned to switch ports based on the jack’s physical location. Therefore, if Customer changes the patch cable plugged into a port there is the potential that the device now associated with that port is in a different ERL. If Customer does not change the ERL assigned to the port, the incorrect ELIN could be sent to the PSAP.
- Upon completion of the project, Customer is responsible for updating Nomadic E911 with any network infrastructure changes that may change the functionality of the system including but not limited to moves, adds, changes, and deletions of phones, access points, or network devices
- Setting up and working with third parties, if required, to setup and maintain third-party PSAP provider/database

3.4 SYSTEM RESPONSIBILITIES

- Customer is responsible for providing all software and associated licenses.
- Unless otherwise agreed by the Parties, Customer shall respond within two (2) business days of ePlus’ request for documentation or information needed for the project.



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- Customer shall ensure that contracts with its own vendors and third parties are fully executed and enable Customer's business requirements to be met in full. Customer shall be responsible for all payments to, and the performance of, all non-ePlus entities assigned to, or working on this project.
- ePlus will not be responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of the Customer.
- Should a manufacturer provide Customer with specialized or custom software unique to Customer, ePlus will not be responsible for any delays or failures to perform related to use of such software.
- ePlus shall not be responsible for support and maintenance of products.
- Unless otherwise specified in this SOW, ePlus shall not be responsible for any customization of, or labor to install software (except operating systems or firmware pre-installed by the manufacturer).
- Services do not include resolution of software or hardware problems resulting from third party equipment or services or problems beyond ePlus' control.
- Services exclude any hardware upgrade required to run new or updated software.

4.0 ASSUMPTIONS

4.1 GENERAL ASSUMPTIONS

The following assumptions were made to create this SOW. Should any of these assumptions prove to be incorrect or incomplete then ePlus may modify the price, scope of work, or Milestones pursuant to the Change Management Procedure set forth herein. ePlus assumes:

- Where applicable, Customer's Site shall be ready prior to the date scheduled for ePlus to perform the Services. Costs associated with Customer's inability to (1) make the Customer Site ready or (2) meet any of the other responsibilities specified in this SOW shall be billed at ePlus' then-current time and materials rates plus travel and other related expenses. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
- This SOW defines exclusively the scope of the Services. This SOW shall not apply to any purchase, support or maintenance of products, which are purchased separately.
- In the event ePlus is required to provide third party materials under this SOW (i.e. cables, racks, etc.), Customer shall be responsible for any costs, maintenance, and/or warranty obligations therein.
- Acceptance tests conducted in respect of the Services shall apply only to such Services and shall not constitute acceptance or rejection of any Product purchased or licensed separately by Customer.
- The schedule shall be extended up to thirty (30) days for any personnel change requests made by Customer.
- Customer acknowledges that at any time during the project, if progress is stalled, by no fault of ePlus, for more than twenty (20) contiguous business days, ePlus reserves the right to issue a Milestone Completion Certificate for work that has been completed.
- If Services include any assessments of Customer's network, systems, or security protocols, Customer understands that no guaranty is made by ePlus or its subcontractors that such assessments will detect all security weaknesses, potential security problems, vulnerabilities, or potential breaches. ePlus does not guarantee that recommendations or actions undertaken pursuant to this SOW will completely address all issues identified or not identified.
 - If an ePlus Subcontractor is used to perform the security assessment/audit services, the data will be shared with ePlus for gap analysis and recommendation purposes.
- If Services include the implementation of any system dealing with Emergency 911 (E911) Services, including but not limited to phone systems, the Customer is responsible for ensuring its 911 dialing is



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compliant with all applicable laws, including but not limited to “Kari’s Law” and the “Ray Baum Act”. ePlus encourages customers to consult with their counsel regarding this matter.

- Documents are created using ePlus templates (structure and format) and delivered to Customer in softcopy only. Customization to deliverable documents (structure, format, and/or other non-standard content) must be handled via a Change Request (CR) unless explicitly stated in this SOW.
- ePlus Deliverable Documents include up to two (2) revisions, per document, based on Customer feedback. Subsequent revisions will require a CR or separate SOW.

4.2 PROJECT SPECIFIC ASSUMPTIONS

- Calls and meetings will be scheduled at a mutually agreeable time between Customer’s and ePlus’ resources. The calls and meetings will be scheduled through ePlus’ Project Manager.
- The services schedule reflects work effort based on non-contiguous business days and does not include a full-time ePlus Engineer for staff augmentation during the project.

4.3 UNIFIED COMMUNICATIONS PROJECT ASSUMPTIONS

- This project is only inclusive of the installation of the UC applications listed in this SOW.
- This project assumes each user has only one (1) device associated with their user profile.
 - **Note:** Cisco has changed its licensing enforcement in version 9.0 and above. Customer will need to ensure the “User ID field” in every device is completed before upgrading. If, during the upgrade process, it is discovered that Customer requires additional or upgraded licensing to continue existing functionality, Customer will be responsible for purchasing the necessary licensing based on ePlus’ recommendation.
- This project does not include the installation of video infrastructure such as Cisco VCS or MCU.
- There is no wall mounting of phones included in this project.
- Single Number Reach (SNR) is not included in this project.
 - **Note:** When setting up Music on Hold (MoH), ePlus will only install .wav files where the Customer owns the music and the music is royalty-free.
- ePlus will remotely demonstrate to Customer how to re-install one (1) end-user client onto end-user devices, and Customer will be responsible for the remainder.
- Regarding Automated Attendant configurations, ePlus will configure one (1) primary menu and one (1) sub-menu. Also, ePlus will only deploy Automated Attendant with the North American English option unless otherwise requested.
 - This deployment includes only a single language. If additional languages are needed, they will be added as CRs to the project at an additional cost unless already specified in this SOW.
 - If additional sub-menus are required, they will be added as a CR to the project at an additional cost unless already specified in this SOW.
- Automated Attendant call trees, greetings, recorded voices, and holiday schedules are Customer's responsibility unless stated in this SOW.
- ePlus will configure emergency number to be 911 in compliance with Kari’s Law. If requested, ePlus will also program additional 911 dialing options, such as with a prefix (9-911), however, ePlus will not configure system to use an emergency number other than 911. Customer may elect to use additional dialing options once ePlus has completed configuring the system to use 911, however, in doing so, Customer assumes all liability and agrees to indemnify and hold harmless ePlus for its decision to use additional dialing option.
- The network is comprised of network infrastructure capable of supporting the Nomadic E911 functionality.



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- At least one (1) unique DID is required per ERL. This DID will be subscribed to E911 service with the carrier.
- It is the Customer's responsibility to maintain and update current end user locations to have the correct PSAP notified upon a 911 call.
- In the event a PSAP is unavailable at time of Go Live for the new phone system, a delay in Go Live must occur to ensure E911 functionality is present and operational. ePlus will invoice the final milestone and is not responsible for any costs associated with the PSAP's unavailability.
- ePlus will configure Nomadic E911 in compliance with Kari's Law and Ray Baum's Act (and any related regulations) for telephony systems in use in the United States.

5.0 PERIOD OF PERFORMANCE

5.1 ESTIMATED TIMELINE

The estimated timeline for the Services will begin within thirty (30) days after execution of this SOW and continue for not more than six (6) months. If Services have not been scheduled at the execution of this SOW, a timeline should be developed mutually by the Parties and agreed to before each phase of the Services begins. The actual start date will depend on the following considerations:

- Scheduled availability of a qualified systems engineer
- Receipt of Product and any necessary equipment
- Receipt of signed SOW from Customer prior to proposed start date
- Receipt of purchase order from Customer

5.2 TERMINATION

Either Party may terminate the SOW for any reason on thirty (30) days prior written notice to the other Party. Upon any such termination, ePlus will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Additionally, in the event Customer cancels any Services with less than two (2) weeks prior notice, Customer shall reimburse ePlus for any non-refundable expenses incurred in preparation for such cancelled Services.

6.0 PRICING AND PAYMENT TERMS

For the Services performed under this SOW, Customer agrees to pay ePlus a fee of **\$50,916.53** (the "Fee"), plus any applicable taxes, as specified.

Milestones are as follows:

TITLE:	DESCRIPTION:	AMOUNT:
Milestone 1	SOW Acceptance and Signature	\$25,458.26
Milestone 2	Project Completion	\$25,458.27



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The Pricing in this SOW is valid for sixty (60) days from delivery to the Customer. Fees include reasonable travel to and from the required location up to a maximum of fifty (50) miles and incidental expenses. Customer shall issue a purchase order adequate to cover the Fee prior to commencement of Services. Fees for additional services related to but not defined in this SOW will be on a time and materials basis at a rate set forth in a written amendment or Change Request. All tasks under this SOW will be completed during Normal Business Hours.

Payment is due pursuant to the agreed-upon terms in the Agreement. Customer acknowledges that ePlus may participate in and retain the benefit of incentive plans or other programs with, among others, its travel providers wherein ePlus may receive benefits, such as frequent flier miles or other consideration for corporate travel volume. Fees, expenses, and other charges for the Services do not include sales, use, excise, value added, or other applicable taxes, tariffs, or duties. Payment that may be due on such amounts, and shall be the sole responsibility of Customer (excluding any applicable taxes based on ePlus' net income or taxes arising from the employment or independent contractor relationship between ePlus and its personnel).

7.0 ACCEPTANCE OF MILESTONES OR SERVICES

Upon ePlus' completion of a Milestone or Service performed, ePlus shall notify Customer by providing one of the following forms of acceptance:

- Signed work order or time sheet; or
- Milestone/Service Completion Certificate ("MCC"); or
- Project completion document

Customer has five (5) working days from the completion of the Services or Milestone, as applicable, to accept the work performed as being complete. Signing of the MCC, approving the time sheet, or Customer's failure to respond to the approval request within the designated five (5) working day period, signifies Customer's acceptance of the Milestone or time sheet and that Services have been performed in accordance with the SOW. In order to refuse acceptance of the Services, Customer must provide ePlus with full details that show that Services do not conform to the SOW. ePlus shall address such non-conformance in a timely manner and shall compile an action plan to correct any deficiencies. The acceptance process shall be repeated until all deficiencies have been resolved and the Services meet the requirements of the SOW. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the SOW.

8.0 CHANGE MANAGEMENT PROCEDURES

Any change to the scope of Services or the obligations of the Parties under this SOW shall be set forth in a mutually agreed change request signed by both Parties ("Change Request"). The Change Request may be drafted by either Party and will describe the nature of the change, the reason for the change, and the effect of the change on the scope of work, Deliverables and/or the schedule. The Parties will negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request.



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9.0 SOW ACCEPTANCE

This SOW # Erie County Water Authority-UC Migration to WxC & WxCC-150409 is acceptable. Please sign and return to Professional Services at UpstateNY-PSRequests@EPLUS.com.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this SOW to be executed.

ePlus Technology, inc.		Erie County Water Authority	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE		TITLE	
DATE		DATE	
		PO#	