



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

November 7, 2022

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: Professional Services Agreement
Contract ET-001
Cisco Phone Systems Maintenance
Project No. 202200275

The Erie County Water Authority (Authority) recently issued a Request for Proposals (RFP) for professional services to maintain, repair, update and adjust its Cisco based telephone and conferencing systems. The RFP was recommended to be awarded to ePlus and was approved on the 10/20/22 ECWA Board Meeting.

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 requesting Board Authorization to execute the attached Professional Service Agreement with ePlus Technology, Inc.
- Professional Service Contract for the above referenced project.
- Copy of Interoffice Memorandum from David W. Aubertine, Director of Cybersecurity and IT, dated October 3, 2022, detailing recommendations for the contract assignment after review of Request for Proposals (PN 202200197).

Budget Information:

Unit: 8525

O&M Line 19 Payments to Contractors-Other

DWA:jmf

Attachment

cc: R.Stoll

K.Prenderast

L.Kowalski

L.Lester,

T.McCraken

M.Carney

CONT-ET-001-2201-X-01

Staff Operations Item 1



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

October 3, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Dave W. Aubertine, Director of Cybersecurity and IT *DWA*

Subject: Request for Proposals Recommendation
Cisco Phone Systems Maintenance
Project No. 202200197

The Erie County Water Authority (Authority) recently issued a Request for Proposals (RFP) for professional services to maintain, repair, update and make adjustments to its Cisco based telephone and conferencing systems.

The RFP was issued to five firms (Aspire, CS Business Systems, ePlus – Where Technology Means More, FirstLight, and Synergy IT Solutions). Two of those did not respond (CS Business Systems and Synergy IT Solutions).

The responses were reviewed and discussed among the Information Technology staff. Qualifications and related experience of the firm, staffing and rates/fees were considered with ePlus Technology Inc. being selected

The IT Department is requesting that the RFP is awarded to ePlus. A Statement of Work (SOW) will be drafted, reviewed with the Legal Department and approval for execution will be requested at a later date.

Budget Information:

Unit: 8525

O&M Line 19 Payments to Contractors-Other

DWA:jmf

cc: R.Stoll

K.Prenderast

L.Kowalski

L.Lester,

T.McCraken

M.Carney

ECWA-165-2201-X-16

ERIE COUNTY WATER AUTHORITY
 AUTHORIZATION FORM
 For Approval/Execution of Documents
 (check which apply)

Contract: ET-001 **Project No.:** 202200275
Project Description: Cisco IP Phone System Maintenance Services.

Item Description:

Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other Proof of Concept Contract

Action Requested:

Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Dir of Cybersecurity & IT	<u>David Aubertine</u>	Date: <u>11/7/22</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u>Russell Steel</u>	Date: <u>11/7/2022</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>Leonard F. Koralik</u>	Date: <u>11/07/2022</u>
<input checked="" type="checkbox"/> Director of Administration	<u>Janayia Lester</u>	Date: <u>11/07/2022</u>
<input checked="" type="checkbox"/> Risk Manager	<u>Molly Op Musarra</u>	Date: <u>11/7/2022</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>Oppe Onim</u>	Date: <u>11/07/2022</u>
<input checked="" type="checkbox"/> Legal	<u>[Signature]</u>	Date: <u>11/7/2022</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u>[Signature]</u>	Date: <u>11/7/22</u>
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Remarks: _____

Resolution Date: _____ **Item No:** _____

ePlus Technology, inc.

www.eplus.com

125 Wolf Road, Suite 305, Albany, NY 12211
1 West Seneca St., Suite 2850, Buffalo, NY 14203
1020 John Street, West Henrietta, NY 14589



Statement of Work

Erie County Water Authority
Cisco IP Phone System Maintenance Services
SOW# Erie County Water Authority-Cisco IP Phone
System Maintenance Services-122939
11/2/2022

David Aubertine

3030 Union Road,
Cheektowaga, NY 14227
716-685-8210
daubertine@ecwa.org



STATEMENT OF WORK

Erie County Water Authority

1.0 INTRODUCTION AND EXECUTIVE SUMMARY

This Agreement and Statement of Work (this “Agreement” or “SOW”) is made November 2nd, 2022 (“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”).

1.1 EXECUTIVE SUMMARY OF THE SERVICES

Customer has engaged ePlus for upgrading their existing Cisco Unified Communication virtual infrastructure to version 12.5. Hybrid services will also be implemented. ePlus will also provide the Customer training specific to Contact Center Express Report Training. ePlus will provide this service on a time and materials (T&M) basis.

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:

- Engineering resource at a rate of \$215.00 per hour
- Project management resource at a rate of \$150.00 per hour
- Technical training resource at a rate of \$250.00 per hour
- Remote work will be billed in fifteen (15) minute increments.
- An eight (8) hours minimum applies for on-site calls.
- Overtime rates are calculated at 1.5 times the hourly rates identified above.
- Travel performed outside of normal working hours will be charged two-way travel, at the overtime rate.
- Customer will be invoiced based on customer-signed timesheets.
- An addendum SOW with a specific task list will be required for projects requiring project pricing.

Tasks in this SOW may include the following:

- Project Kickoff
 - Introductions and access verification
- Planning/Discovery
 - Document existing IP infrastructure, existing ESXi/CIMC configuration
 - Verify compatible plugins
 - Document integration points with CUCM
 - Discovery around SSO implementation
 - E911 Workshop for existing CER configuration/set up E911 plan
- ESXi Upgrade
 - vCenter Upgrade to support upgraded hosts
 - Server ESXi hypervisor upgrade from 6.x to 7.x



STATEMENT OF WORK

Erie County Water Authority

- Verify connectivity between hosts
- Cisco Emergency Responder Upgrade
 - Apply pre-upgrade readiness tool
 - Upgrade Emergency Responder Publisher
 - Upgrade Emergency Responder Subscriber
 - Verification of database replication across updated nodes
 - Deploy post-upgrade readiness tool
 - Execute E911 test plan
- Cisco Communications Manager and IM & Presence Upgrade
 - Manual backup of existing clusters
 - Pre-upgrade checklist to ensure software is ready for upgrade
 - Upgrade CUCM Publisher
 - Upgrade CUCM Subscribers (2)
 - Upgrade IM&P Publisher
 - Upgrade IM&P Subscriber
 - Verify phone registration to new version
 - Phone firmware upgrades
 - Configuration of CUCM to support Hybrid Webex Calling
 - Test call routing and functionality
- Cisco Unity Connection Upgrade
 - Upgrade media creation
 - Pre-upgrade testing
 - Upgrade Unity Connection Publisher
 - Upgrade Unity Connection Subscriber
 - Verify Publisher/Subscriber status
 - Install required locales
 - Test mailbox functionality/call handlers
- Cisco Unified Contact Center Express Upgrade
 - Pre-upgrade task list
 - Upload certificates into Tomcat trust store
 - Upgrade CCX First Node
 - Upgrade CCX Second Node
 - Complete post-upgrade tasks
 - Verify status of CCX services
 - Verify CCX database and database replication
 - Install CUIC certificates
 - Create CUIC dashboard with required metrics (calls in queue, wait time, reps available/rep status)
 - Create CUIC wallboard
 - Test/verify dashboard reporting
- Cisco Expressway Upgrades
 - Pre-upgrade backup of Expressway cluster
 - Enable maintenance mode, clear out existing queue
 - Upgrade Expressway Core primary servers (2)
 - Upgrade Expressway Core secondary servers (2)



STATEMENT OF WORK

Erie County Water Authority

- Upgrade Expressway Edge primary server
- Upgrade Expressway Edge secondary server
- Configuration to support Hybrid Webex Calling
- Test Expressway services
- New Hybrid Services Installation/SSO Implementation
 - Install device connector/create CSV list of devices
 - Convert endpoints found by device connector to cloud registration
 - Connect Microsoft 365 tenant for calendar integration
 - Implement SAML SSO for Webex
 - Test SAML SSO for Webex
- CCX Report Training (up to twenty [20] Hours)
 - Run-through of reports, report creation
 - Training given as four (4) individual 5-hour sessions, for up to two admins/supervisors that need to understand generating reports
- Documentation & Closeout
 - Upgrade documentation surrounding findings during discovery and during install procedure
 - Project Closeout

Expenses related to travel on behalf of the Customer will be charged to the Customer at cost. The Customer will be notified in advance if travel is required and an estimate of the expenses involved will be provided on request. Typical travel expenses may include, but are not limited to, the following: airfare, ground transportation, hotel accommodations, sustenance, and other incidental expenses as required.

Project Management

ePlus understands that the delivery of business outcomes is realized through the success of projects. Success is achieved through setting proper expectations, clear communications, and the reduction of risk through effective management of people, process, and tools. Knowing this, ePlus has included project management in its service engagements. For this SOW, ePlus will be providing:

- Standard project management is utilized when the management requirements for a project are typical of a mid-sized project. The expectation is that the ePlus Project Manager (PM) will be working on tasks which may include meeting planning, resource scheduling, equipment confirmation, issue tracking, project closeout, and satisfaction surveys.

2.2 DELIVERABLES

ePlus will provide Services only, and no Deliverables will be provided.

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"):

- 295 Main Street Room 350 Buffalo, NY 14203-2494



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 project and act as a liaison between the Customer's staff.
- Provide requested network diagrams/information to ePlus resource within two (2) days of the initial request.

3.2 PROJECT SPECIFIC CUSTOMER RESPONSIBILITIES

- Customer has adequate available resources to backup both hosts in preparation for hypervisor upgrades and backup of said hosts will be done by the Customer.
- Customer will make an administrative account available for all applications on each server, including Webex Control Hub. Customer will also require a local account with jump-box for ePlus VPN connectivity and testing.
- Customer has all required and needed information already input into Cisco Emergency Responder, including ELIN and ERL information.
- Customer has an existing Enhanced UCL license that can be assigned to a Webex workspace within Control Hub. This is required for Hybrid Webex Calling.
- Customer has existing Expressway Core/Edge pair that can be setup correctly for Hybrid Webex Calling.
- Customer has a fully enabled and configured SSO solution using Kerberos. Active Directory Domain Services, Internet Information Services, and Active Directory Federation Service are already deployed.
- Customer is running vCenter and is viable to be upgraded to support a vSphere upgrade to 7.0.



STATEMENT OF WORK

Erie County Water Authority

3.3 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.
- 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.
- Customer will be invoiced based on customer-signed timesheets.
- 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.



STATEMENT OF WORK

Erie County Water Authority

- 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 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 the Customer's and ePlus' resource. The calls and meetings will be scheduled through ePlus' PM.
- 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.
- Customer is assumed to not have Business Edition-based C220 M5 hosts. This will be verified during discovery. If the servers are found to be using the Business Edition platform, re-scoping will need to take place.
- All endpoints and stations are assumed as fixed for E911 compliance.
- Jabber application will be installed by the Customer.
- Devices that support Webex Hybrid Calling have already been deployed and registered to the existing Webex Control Hub.
- ePlus does not currently carry the Cisco Master Service Provider certification.
- On-site engineering is at the discretion solely of ePlus.
- The level of warranty tracking will be determined solely by ePlus.
- The level of end-of-life cycle tracking for all involved software will be determined solely by ePlus.
- Tasks completed outside of business hours will incur a 50% upcharge.
- Extra hours have been scoped for discovery due to unknown facets of the Customer's solution not provided by the request for SOW.
- Actual implementation will take place outside of business hours. Other supporting actions to implementation, such as planning will take place during business hours.
- Wallboard configuration will only include modification of stock Cisco reports and will include two (2) separate wallboards.

4.3 OUT OF SCOPE

- Any and all Components, configurations and testing of existing Paging system.
- Any and all Components, configurations and testing of existing Workforce Optimization Quality Manager Server
- Any and all Upgrades of the Cisco Attendant Console Advanced application.
- User-based configurations for clients other than Cisco Jabber.
- Extension Mobility for Jabber client users, as Jabber does not support extension mobility.
- All Licensing concerns, verification and issues related to the applications upgraded as part of this project.



STATEMENT OF WORK

Erie County Water Authority

- Installation of Jabber software for each user.
- New configuration of existing voice gateways/routers.
- Site-to-site connection configurations, both over WAN and existing fiber connection.
- Any and all Managed services, all services being provided are for professional/installation services only.
- Nomadic E911 services are defined as devices that are re-located and will need to have their location updated. Deployment and utilization of any of these devices requires additional action with third party product procurement and additional professional service hours.
- Training outside of specified Contact Center Express reporting/metrics.
- Documentation (both virtual and physical) for Contact Center Express reporting/metrics training.
- SSO implementation outside of what is specified in this scope of work.

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 one (1) month. 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 ~~\$43,440.00~~\$43,476.25 (the "Fee") on a time and materials basis as set forth below.

The rates are as follows:

DESCRIPTION:	RATE:	AMOUNT:
Senior Consultant	\$215.00/hour for 141.75 hours	\$30,476.25 <u>\$30,000.00</u>
Project Manager	\$150.00/hour for 56 hours	\$8,400.00
Senior Technical Trainer	\$250.00/hour for 20 hours	\$5,000.00



STATEMENT OF WORK

Erie County Water Authority

If specific tasks are listed as part of this engagement, for the avoidance of doubt, ePlus has estimated the total hours for this project and it is estimated that these hours are sufficient to complete the project, however, this is a T&M agreement, which means that all time worked will be billed at the above mentioned rates and that there is no guarantee of completion of the tasks listed above within the SOW price.

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. When travel exceeds a fifty (50) mile radius from assigned work location all travel time will be billed to Customer. 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. ePlus will charge 1.5 times the normal hourly rate for hours outside of Normal Business Hours. An eight (8) hour daily minimum applies. Services delivered during Non-Business Hours, weekend hours, and hours in excess of forty (40) hours per week or eight (8) hours per day will be billed at the overtime rate.

Payment is due upon receipt of invoice. 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, or Customer's failure to respond to the MCC within the designated five (5) working day period, signifies Customer's acceptance of the Milestone and that Services have been performed as described in the MCC and 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.



STATEMENT OF WORK

Erie County Water Authority

9.0 WARRANTY

ePlus warrants that Services will be performed in a professional and workmanlike manner in accordance with industry standards for service providers under similar circumstances. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. EPLUS DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS SOW (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE), TITLE, NON-INFRINGEMENT OR OTHERWISE, EXPRESS OR IMPLIED.

10.0 LIMITATION OF LIABILITY

IN NO EVENT WILL EPLUS BE LIABLE TO THE CUSTOMER OR ITS AFFILIATES FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, (B) ANY DAMAGES RESULTING FROM LATENT DEFECTS, LOSS OF DATA OR PROFITS, (C) ANY CLAIM WHETHER IN CONTRACT OR TORT, THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT THEREIN. EPLUS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE USE, OPERATION OR PERFORMANCE OF PRODUCTS MANUFACTURED OR LICENSED BY THIRD PARTIES. EXCEPT FOR DAMAGES RESULTING FROM PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGES DIRECTLY RESULTING FROM GROSS NEGLIGENCE, EPLUS' AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS STATEMENT OF WORK. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY CLAIMS BY A THIRD PARTY. EACH PARTY ACKNOWLEDGES THAT THIS SECTION SETS FORTH A REASONABLE ALLOCATION OF LIABILITY BETWEEN THEM, AND THAT EPLUS' PRICING IS OFFERED IN RELIANCE ON THE WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SOW.

11.0 OTHER TERMS AND CONDITIONS

- **Effect of Termination:** Termination of this SOW does not relieve Customer's obligations to pay all fees that accrued before termination.

Late Payment Charge and Default: Customer agrees to pay a late payment charge computed at the rate of one and one-half percent (1.5%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount due under this Agreement and/or Purchase Orders. A late payment charge will apply to any amount not received by the due date and continue until all overdue payments, including late charges, are paid in full. Failure by ePlus to assess this charge on one occasion in no way affects its right to do so on another occasion. In the event ePlus must resort to collection, Customer shall be responsible for all collection costs, including legal fees. ePlus reserves its right to review and revise either the credit or the payment terms based on Customer's financial condition or payment history at the time of such review, and Customer agrees to provide all relevant information to affect such review. ePlus further reserves its right to suspend Services for nonpayment by Customer for Services either under this Agreement and/or Purchase Orders.

Assignment: Neither Party may assign this SOW without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this SOW to a corporation controlling, controlled by or under common control with the assigning Party without the prior written consent of the other Party. Notwithstanding the foregoing, ePlus may assign payment for financing purposes without notifying Customer, but Services will not be affected.

Non-Disclosure: "Confidential Information" is information or material disclosed by a party ("Discloser") to the other (Recipient") in connection with this Agreement that is either (a) marked or identified in writing as confidential, or (b) relates to the processes, technology, plans, or methodologies used by ePlus or its suppliers to provide the Services. Recipient shall not disclose Confidential Information to any third party until three (3) years after expiration or termination of this Agreement. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) is in Recipient's possession at the time of receipt or becomes available from a third party without breach of confidentiality obligation; or (iii) is independently developed by or for Recipient without access to Confidential Information, as evidenced by written records. This section shall not prohibit ePlus from disclosing information required by its suppliers or subcontractors in connection with this Agreement. Customer acknowledges that ePlus or its employees and subcontractors may provide similar services to others and use or disclose to others general knowledge, skill and experience developed over the years, including under this Agreement. A Recipient may disclose Confidential Information pursuant to a legal requirement or court order after first notifying Discloser and making a reasonable effort to obtain a protective order limiting the scope of disclosure.



STATEMENT OF WORK

Erie County Water Authority

Non-Solicitation: Customer acknowledges that ePlus has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, if ePlus provides Services under this Agreement, Customer agrees that during the term of this Agreement and for a period of eighteen (18) months thereafter, Customer shall not solicit for hire or hire employees of ePlus (or anyone who has been employed by ePlus within the month prior to the date of solicitation). Should such a hiring of an ePlus employee take place, ePlus shall be entitled to liquidated damages and/or compensation directly from the Customer in the amount of 20% of the employee’s total annual compensation.

Choice of Law, Attorney Fees and Jury Trial Waiver: The laws of the Commonwealth of Virginia will govern the construction and operation of this SOW without regard to the conflicts of laws and provisions thereof. In the event it is necessary for ePlus to bring legal action due to Customer’s non-payment, ePlus shall be entitled to recover all costs of such action, including reasonable attorneys’ fees. The Parties hereto waive, and to the extent permitted by law, all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.

Severability: The invalidity of any provision of this SOW will not affect the validity and binding effect of any other provision.

Subcontracting: The relationship created hereunder between the Parties shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, joint venture, fiduciary, partnership, employment or other relationship between the Parties with respect to the subject matter of this SOW. ePlus retains the right to subcontract any Service described herein to subcontractor(s) of ePlus’ choosing, provided that such subcontractor(s) shall possess qualifications equivalent to those of ePlus.

Data Rights and Consents: 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.

Integration; Order of Precedence: This SOW constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. In the event of a conflict between the provisions of this SOW and any exhibits, the provisions of this SOW shall control, except to the extent the provisions in an exhibit expressly provide otherwise. This SOW may be modified only by means of a duly executed written amendment. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either Party in connection this SOW, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. This SOW shall be enforceable in accordance with its terms when signed by each of the Parties hereto.

- [Insurance: ePlus shall secure and maintain such insurance as will protect itself from claims under the Workers’ Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix A. ePlus shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. ePlus shall provide Certificates of Insurance certifying the coverage required by this provision. ePlus shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee’s phone number and email address. ePlus agrees to require all direct or indirect subcontractors to procure and maintain insurance in accordance with the insurance requirements set forth in the Addendum Agreement attached as Appendix A.](#)

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12.0 SOW ACCEPTANCE

This SOW # Erie County Water Authority-Cisco IP Phone System Maintenance Services-122939 is acceptable. Please sign and return to Professional Services at UpstateNY-PSRequests@EPLUS.com.



STATEMENT OF WORK

Erie County Water Authority

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#	