

ePlus Technology, Inc.
www.eplus.com
511 Davis Drive, Suite 350
Morrisville, NC 27560

County of Yadkin

BSA 2015 - 2018

Statement of Work# 41391

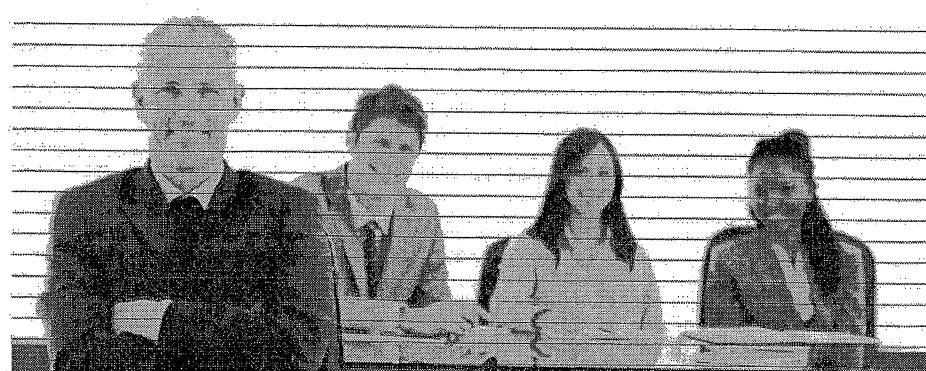
October 13, 2015

Dale Ring

217 East Willow Street,
Yadkinville, NC 27055

336-849-7700

dring@yadkincountync.org



Where Technology Means More™

ePlus
Statement of Work

www.eplus.com

This Bulk Services Agreement ("BSA" or "Agreement") is made this 13th day of October, 2015 by and between County of Yadkin, with its principal office located at 217 East Willow Street, Yadkinville, NC 27055 ("Customer") and ePlus Technology, Inc., a corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business at 13595 Dulles Technology Drive, Herndon, VA 20171 ("Supplier" or "ePlus"). ePlus and Customer may also be referred individually as "Party" or collectively as "Parties." This BSA is subject to the terms and conditions of the Customer Master Agreement dated August 24, 2014 between the Parties.

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1.0 OVERVIEW

ePlus will provide to Customer information technology consulting services and resources on a time & material basis when for on-site or remote engineering design and support ("Services"). The ePlus engineering hourly rates that apply to this BSA follow below. ePlus reserves the right to adjust the hourly rates each year of this Agreement.

PRE-SCHEDULED WORK		
JOB ROLE	NBH	AFTER HOURS
Consultant	\$185.00	\$225.00
Senior Consultant	\$225.00	\$270.00

Notes:

1. Pre-Scheduled Work is when Customer notifies ePlus at least three (3) business days in advance of date/time work is required.
2. ePlus makes no guarantee that resources will be available to respond to emergency requests. Unscheduled requests will be handled using commercially reasonable efforts only.
3. Normal Business Hours (NBH) are defined as Monday through Friday 8:00 am – 5:00 pm, except for ePlus holidays.
4. A minimum of four (4) hours shall be charged for any work done onsite.
5. A minimum of one (1) hour shall be charged for any work done remotely.
6. All work shall be billed in thirty (30) minute increments after any minimums have been applied.
7. All materials used shall be billed separately.
8. Senior ePlus staff providing Services in emerging or specialty technologies will bill at the Sr. Consultant level or higher.
9. Emerging or specialty technologies include, but are not limited to:
 - a. Unified Communications and Collaboration: VOIP, mobility, presence, video, TelePresence
 - b. Contact Center
 - c. Virtualization
 - d. Advanced data center: Data Center Ethernet/Data Center Bridging, Unified Fabric/FCoE, Unified Computing System, load balancing, multi-context/multi-tenancy, HPC
 - e. Advanced storage: virtualization, de-duplication, replication
 - f. Advanced systems: LDAP/Active Directory design, Exchange design, high availability design, database servers
 - g. Advanced routing/switching: network virtualization & VRFs, service provider, MPLS, WAN optimization, DMVPN, virtual port channel, virtual switching system, IPv6, routing design, asymmetric routing, route health injection, optical (DWDM, ONS, etc.)
 - h. Advanced security solutions: NAC, IPS, SIEM, vulnerability/penetration testing, TrustSec, PKI, 802.1x, DOS

- i. Advanced wireless: voice over wireless LAN, location services, intrusion, site surveys, wireless mesh, bridges, long-haul wireless
- j. Physical security and IP surveillance
- k. Content networking: digital signage, content caching/distribution

10. All requested Services should be pre-scheduled through ePlus' Service Coordinators by calling Mandy Sink @ 919-767-2971 or emailing asink@eplus.com

11. Services rendered will be deducted from the posted purchase order. Any purchase order issued under this BSA shall expire within three (3) years of issuance. Regular statements of the balance of the agreement will be provided. When the balance has been depleted, further Services are conditioned on Customer's issuance of a new purchase order under this BSA. A new agreement or change request is not required unless ePlus' pricing has changed.

2.0 PERIOD OF SUPPLIER PERFORMANCE

COMMENCEMENT AND COMPLETION DATES: October 16, 2015 thru October 15, 2018

Commencement and Completion dates represent a proposed three (3) year term; actual term will be from the date of the purchase order until the expiration of the last purchase order issued hereunder. Either Party may terminate the BSA 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.

3.0 POINTS OF CONTACT

Unless otherwise specified in writing, the primary contacts for Supplier and the Customer shall be:

	ePLUS CONTACT	CUSTOMER CONTACT
NAME	MANDY SINK	DALE RING
TELEPHONE	919-767-2971	336-849-7700

4.0 FEES AND PAYMENT

- 4.1 **CUSTOMER SHALL PAY, IN ACCORDANCE WITH THE RELEVANT TERMS AND CONDITIONS OF THE AGREEMENT, A FEE FOR SUPPLIER'S PERFORMANCE OF SERVICES FOR THE PROJECT.**
- 4.2 **CUSTOMER SHALL PROVIDE ePLUS A PURCHASE ORDER FOR \$14,995 TO BE RETAINED AND APPLIED AS SERVICES ARE RENDERED BY ePLUS. CUSTOMER WILL BE NOTIFIED IF PURCHASE ORDER BALANCE IS RUNNING LOW AND NEEDS TO BE REPLENISHED WITH A NEW PURCHASE ORDER.**
- 4.3 **EXCEPT PURSUANT TO A CUSTOMER REQUEST UNDER SECTION 4.4, CUSTOMER WILL ONLY BE BILLED FOR SERVICES RENDERED, WITH PRIOR CUSTOMER APPROVAL. UNDER NO CIRCUMSTANCES SHALL ANY PURCHASE ORDER FURNISHED BY CUSTOMER BE CONSTRUED AS A MINIMUM PURCHASE COMMITMENT ON THE PART OF CUSTOMER.**
- 4.4 **AT CUSTOMER'S WRITTEN REQUEST (WHICH MAY BE BY EMAIL) AT ANY TIME, ePLUS MAY INVOICE CUSTOMER FOR THE OUTSTANDING BALANCE OF ANY PURCHASE ORDER ISSUED AGAINST THIS AGREEMENT, AND CUSTOMER AGREES**

TO PAY SUCH INVOICE WHETHER OR NOT SERVICES HAVE BEEN RENDERED YET. IN THE EVENT OF SUCH PREPAYMENT, EPLUS WILL PERFORM THE SERVICES UPON CUSTOMER'S REQUEST ON OR BEFORE THE EXPIRATION DATE OF THIS AGREEMENT.

4.5 PAYMENTS ARE DUE TO EPLUS WITHIN NET30 DAYS AFTER CUSTOMER'S RECEIPT OF AN INVOICE AGAINST THIS AGREEMENT.

5.0 ACCEPTANCE OF SERVICES

Upon ePlus' completion of a task or Service performed, ePlus shall notify Customer by providing a time sheet for signature or a Milestone/Service Completion Certificate ("MCC"). Customer has five (5) working days from the completion of the Services or task, as applicable, to accept the work performed as being complete. Signing of the time sheet or MCC, or Customer's failure to respond to the time sheet or MCC within the designated five (5) working day period, signifies Customer's acceptance of the task and that Services have been performed in accordance with this BSA. In order to refuse acceptance of the Services, Customer must provide ePlus with full details that show that Services do not conform to the BSA. ePlus shall address such non-conformance in a timely manner and shall compile an action plan to correct any deficiencies. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the BSA.

6.0 DISCLAIMER

- 6.1 EPLUS WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM THE SERVICES, TO THE EXTENT THAT THE FAILURE IS CAUSED BY CUSTOMER'S LACK OF COOPERATION.
- 6.2 EPLUS WILL NOT BE HELD RESPONSIBLE FOR DATA LOSS. BACKUPS SHOULD BE PERFORMED PRIOR TO WORK STARTING. ALL DATA IS THE RESPONSIBILITY OF THE CUSTOMER.
- 6.3 EPLUS WILL NOT BE HELD LIABLE FOR SOFTWARE LICENSE COMPLIANCE. SOFTWARE LICENSE COMPLIANCE IS BETWEEN THE CUSTOMER AND THE SOFTWARE COMPANY.
- 6.4 EPLUS WILL NOT BE HELD FOR ADDITIONAL WORK NOT LISTED IN THIS BSA. AN ADDENDUM MUST BE WRITTEN AND APPROVED BY BOTH EPLUS AND THE CUSTOMER BEFORE ADDITIONAL WORK CAN BE STARTED.
- 6.5 EPLUS WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM HEREUNDER DUE TO CAUSES BEYOND ITS REASONABLE CONTROL (INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, FIRE, FLOOD, WAR, EXPLOSION, SABOTAGE, TERRORISM, EMBARGO, CIVIL COMMOTION, ACTS OR OMISSIONS OF ANY GOVERNMENT ENTITY, SUPPLIER DELAYS, COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION, OR LABOR DISPUTES).
- 6.6 EPLUS WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO THE CUSTOM CONFIGURED OR SPECIALIZED HARDWARE OR SOFTWARE NEEDING MODIFICATION BY THE MANUFACTURER.
- 6.7 EPLUS WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO THE DATA CONVERSION BEING PERFORMED BY THE CUSTOM CONFIGURED OR SPECIALIZED SOFTWARE MANUFACTURER.

7.0 BSA ACCEPTANCE

Each Party hereby acknowledges and confirms that it has read this BSA and accepts and approves the scope of work and terms and conditions. Each Party understands that should additional work be required that by its nature could not have been known or determined at the time this BSA was executed, a mutually agreeable written change order describing the additional work and any related expenses will be required.

This BSA # 41391 must be signed and returned before work can begin. Please sign and return to ePlus at Greg Stitt, gstitt@eplus.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

ePlus Technology, Inc.		County of Yadkin	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME	STEVEN MENCARINI	PRINTED NAME	LISA L. HUQTES
TITLE	SENIOR VICE PRESIDENT	TITLE	COUNTY MANAGER
DATE	12/24/15	DATE	JANUARY 5, 2014
PO#			


Gary Gove
This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.