



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

February 12th 2024

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: Contract SCS-001
IBM POWER SYSTEM UPGRADE
ECWA Project No. P202400002

The IT Department Published an RFP on December 8, 2023 requesting bids for replacement hardware and installation service for the IBM iSeries/Power system. The RFP was sent to the following vendors:

- Accenture LLP
- CDW, Inc.
- ComSource, Inc.
- Converge Technology Solutions US, LLC
- Currier, McCabe and Associates, Inc.
- Data Storage Corporation
- GlassHouse Systems, Inc.
- Insight Public Sector
- iSecure LLC
- iTech Solutions Group LLC
- Micro Strategies, Inc.
- Miracle Software Systems, Inc.
- Nogard, Inc.
- Pierson Computing Connection, Inc.
- PSR, Inc.
- R & D Data Products, Inc.
- Redmane Technology LLC
- RUSD Solutions
- Saturn Business Systems
- SHI International Corp.
- Sirius Computer Solutions, Inc.
- Tech Valley Talent LLC

DWA:dwa

Attachment cc:

C. Eaton

J. Tomaka

L.Kowalski

L.Lester,

T.McCracken

M.Carney

- Thomas Gallaway Corporation DBA Technologist
- Vicom Infinity, Inc.
- Zones LLC

On Thursday January 11th, 2024, the Authority received one (1) bid for the above referenced contract from Sirius Computer Solutions, LLC. Sirius demonstrated a good understanding of the scope and requirements for this contract and the bid was determined to be acceptable for the Authority. The initial estimate from IT for the contract, which includes hardware and professional services for installation and migration, was \$500,000.00. The bid submitted by Sirius Computer Solutions, LLC is \$421,938.46.

We, therefore, recommend the award and execution of the above-referenced contract to Sirius Computer Solutions, LLC. in the amount of \$421,938.46.

Budget Information:

Unit: 8525

Capital Item 101736 IBM POWER SYSTEM UPGRADE 500,000

DWA:dwa
Attachment cc:
C. Eaton
J. Tomaka
L.Kowalski
L.Lester,
T.McCraken
M.Carney

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

Contract: SCS-001	Project No.: 202400002
Project Description: <u>Hardware upgrade, installation and migration of new equipment for IBM iSeries/Power system as current equipment approaches end-of-life</u>	

Item Description:

<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input checked="" type="checkbox"/> Contract Documents	<input type="checkbox"/> Addendum
<input checked="" type="checkbox"/> Recommendation for Award of Contract	<input type="checkbox"/> Recommendation to Reject Bids		
<input type="checkbox"/> Request for Proposals			
<input type="checkbox"/> Other _____			

Action Requested:

<input checked="" type="checkbox"/> Board Authorization to Execute	<input type="checkbox"/> Legal Approval
<input checked="" type="checkbox"/> Board Authorization to Award	<input checked="" type="checkbox"/> Execution by the Chairman
<input type="checkbox"/> Board Authorization to Advertise for Bids	<input type="checkbox"/> Execution by the Secretary to the Authority
<input type="checkbox"/> Board Authorization to Solicit Request for Proposals	
<input type="checkbox"/> Other _____	

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Other (if Applicable)	<u>[Signature]</u>	Date: <u>02/08/24</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u>[Signature]</u>	Date: <u>02/08/2024</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>Leonard F. Konaluk</u>	Date: <u>2/12/2024</u>
<input checked="" type="checkbox"/> Director of Administration	<u>[Signature]</u>	Date: <u>02/12/2024</u>
<input checked="" type="checkbox"/> Risk Manager	<u>Molly Op Musarra</u>	Date: <u>2/12/2024</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>[Signature]</u>	Date: <u>02/09/2024</u>
<input checked="" type="checkbox"/> Legal	<u>[Signature]</u>	Date: <u>2/12/2024</u>

APPROVED FOR BOARD RESOLUTION:

<input type="checkbox"/> Secretary to the Authority	<u>[Signature]</u>	Date: <u>2/12/2024</u>
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Remarks: Recommend to award and execute contract to Sirius Computer Solution LLC

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



SIRIUS RESPONSE TO ERIE COUNTY WATER AUTHORITY FOR: IBM I SERIES HARDWARE UPGRADE

Prepared For:

Dave Aubertine, Director of Cybersecurity and Information Technology
Erie County Water Authority

Presented By:

Andrea Cellura, Sr. Client Executive
andrea.cellura@cdw.com
(585) 364-7007

Due January 11, 2024

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TRANSMITTAL LETTER

January 11, 2024

Dave Aubertine
Director of Cybersecurity and Information Technology
Erie County Water Authority
3030 Union Road
Cheektowaga, NY 14227

Re: RFP- IBM iSeries Hardware Upgrade

Dear Dave,

Thank you for your interest in a Sirius/CDW solution.

Sirius Computer Solutions ("Sirius"), a CDW company, is a national integrator of technology-based business solutions that span the data center and lines of business. Built on products and services from the world's top technology companies, including IBM, Sirius solutions are installed, configured, and supported by our dedicated teams of highly certified experts. Sirius is focused on helping organizations of all sizes reduce cost and complexity, improve service levels, and minimize risk through the implementation of strategic solutions that include cloud, analytics, mobility, security, IT infrastructure optimization and more. We have planning and implementation skills, expertise in problem-solving, innovative services, and a proven track record of successful IT solutions. We are committed to delivering a high level of client satisfaction and have invested in skills and technologies to ensure that the advice we give and the products, services and solutions we offer are of the highest quality. We are confident that we have the right sales and technical representatives to offer technical solutions that exceed your expectations.

If you have any questions regarding this proposal, please feel free to contact Andrea Cellura, Sr. Client Executive directly, at andrea.cellura@cdw.com or (585) 364-7007. We are eager to earn your business and thank you for the opportunity to present this proposal. Please visit www.cdw.com to learn more about our products and services.

Sincerely,



Dario Bertocchi
Vice President, Contracting Operations
Sirius Computer Solutions, LLC.

Item 1

Provide an overview of the solution being proposed. Overview should include description of all relevant steps, high level implementation plan warranty and/or maintenance information, licensing and fees and any expenses. All expenses should be itemized and should also provide a cumulative total. Line items should also denote which are optional versus required for implementation and meeting the stated requirements.

Line items should include:

- Labor
- Parts
- Licensing (if required)
- Additional Software (if required)

Response:



ECWA POWER10
Project Overview.rtf

Item 2

Fee proposal for services. Proposal should provide a breakdown of services and coverage with service level agreements (SLA's). If respondent has a standardized agreement used for such services, include a copy with the proposal.

SIRIUS HARDWARE QUOTE



Quote Q-00396867 -
ERIE COUNTY WATER

IMPLEMENTATION SERVICES

Fee schedule

Service Cost

The Services will be provided for a fixed price of \$16,991.00. Upon completion of each milestone, Sirius will invoice pursuant to the payment schedule set forth below. SOW will expire one (1) year from signature date.

Erie County Water Authority – POWER8 to POWER10 Project Description

This project will replace both the current PRODUCTION and DR/CBU POWER8 systems with new POWER10 systems from IBM. Sirius/CDW will install the new hardware and configure it to match the descriptions below. Existing IBM i and IBM LPP licenses will be transferred from the POWER8 to the new POWER10 systems.

System Specs Comparisons

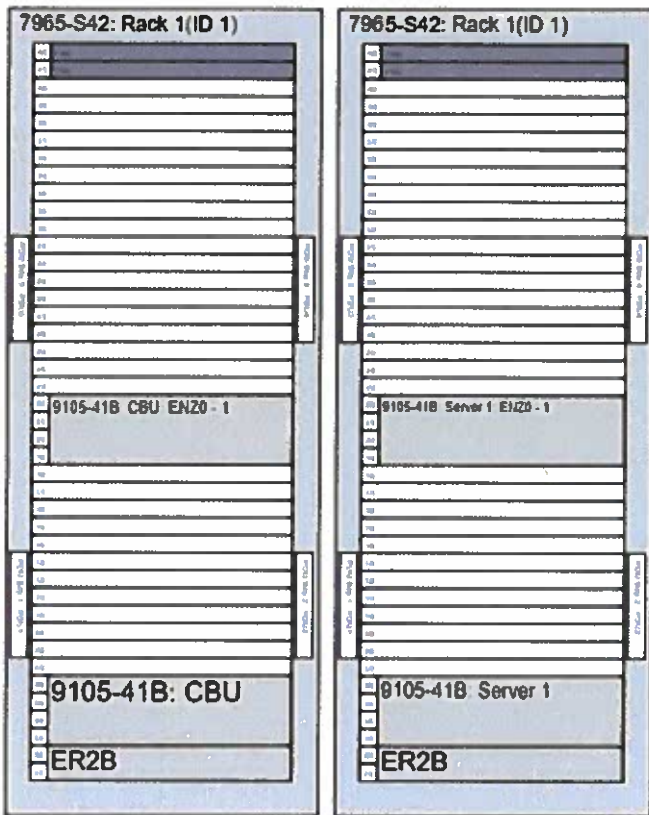
PRODUCTION

<u>Resource</u>	<u>Current - P8-41A</u>	<u>Proposed - POWER10-41B PROD</u>
CPU	POWER8 @ V7R4	POWER10 @ V7R4
CPW	39,000	100,000
Processors - IBM i	6/4 active IBM i	8/4 active IBM i
Memory	128 GB	256 GB
Disk - SYSBAS	6 TB	6.4 TB NVMe, Mirrored
- IASP 1	11 TB	19.2 TB, NVMe, Mirrored (25.6 TB total avail)
Ethernet	8 1Gbports	(2) 10Gb SFP+, (2) 10Gb CAT6
Console	HMC	ACS LAN
Tape - PROD	SAS HD, 2 cards	SAS HD, 2 cards, LTO-7
LPARs	0	0
IBM i Lic.	4 Full	4 Full
Concurrent Users	Unl	Unl
Software Tier	P10	P10
VIOS	NONE	NONE

DR/CBU

<u>Resource</u>	<u>Current - P8-41A</u>	<u>Proposed - POWER10-41B CBU</u>
CPU	POWER8 @ V7R4	POWER10 @ V7R4
CPW	9,660-base + 28,980	25,000-base + 75,000 CBU/PROD
Processors - IBM i	4 (1 base & 3 CBU)	8 (1 base & 3 CBU)
Memory	128 GB	256 GB
Disk - SYSBAS	6 TB	6.4 TB NVMe, Mirrored
- IASP 1	11 TB	19.2 TB, NVMe, Mirrored (25.6 TB total avail)
Ethernet	8 1Gbports	(2) 10Gb SFP+, (2) 10Gb CAT6
Console	HMC	ACS LAN
Tape - PROD	SAS HD, 2 cards	SAS HD, 2 cards, LTO-7
LPARs	0	0
IBM i Lic.	1 + 3-CBU	1 + 3-CBU
Concurrent Users	Unl	Unl
Software Tier	P10	P10
VIOS	NONE	NONE

System Diagrams (Sample layout)



Installation Services

See attached Statement of Work

Migration Services

See attached Statement of Work



SOLUTION PROPOSAL

Prepared for:

ERIE COUNTY WATER AUTHORITY
295 MAIN ST RM 350
BUFFALO, NEW YORK 14203-2415
UNITED STATES

Client Executive:

Andrea Cellura
+1 (585) 703-5935
andrea.cellura@cdw.com

Proposal Number: Q-00396867

Proposal Date: 01/05/2024

Expires: 02/02/2024

Description: 8286-41A s/n 783101X (PROD) & 286-41A s/n 7831A7X (CBU) - Box swaps to 9105-41B S1014

Currency: USD

Client Executive:
 Andrea Cellura
 +1 (585) 703-5935
 andrea.cellura@cdw.com

ERIE COUNTY WATER AUTHORITY
295 MAIN ST RM 350
BUFFALO, NEW YORK 14203-2415
UNITED STATES



Sirius Computer Solutions, LLC

Headquarters:
 10100 Reunion Place, Suite 500
 San Antonio, Texas 78216
 www.siriuscom.com
 Sirius Tax ID # 74-2836721

Proposal Number: Q-00396867
 Proposal Date: 01/05/2024
 Expires: 02/02/2024
 Description: 8286-41A s/n 783101X (PROD) & 286-41A s/n 7831A7X (CBU) - Box swaps to 9105-41B S1014
 Attn: Accounts Payable

8286-41A s/n 783101X - Box swap to 9105-41B S1014 (PROD)

Part #	Description	Qty	Ext. Price
9105-41B	SERVER IBM POWER S1014	1	\$5,005.00
9105-41B-0267	IBM I OPERATING SYSTEM PARTITION SPECIFY	1	\$0.00
9105-41B-2145	PRIMARY OS - IBM I	1	\$0.00
9105-41B-4649	RACK INTEGRATION SERVICES	1	\$136.50
9105-41B-6577	POWER CABLE - DRAWER TO IBM PDU, 200-240	4	\$50.96
9105-41B-AKNC	PREMIUM S&H INDICATOR	1	\$0.00
9105-41B-EB3W	AC TITANIUM POWER SUPPLY - 1200W FOR SER	2	\$1,092.00
9105-41B-EB46	10GBE OPTICAL TRANSCEIVER SFP+ SR	2	\$100.10
9105-41B-EC2U	PCIE3 2-PORT 25/10GB NIC&ROCE SR/CU ADAP	1	\$890.89
9105-41B-ECBY	SAS AE1 CABLE 4M - HD NARROW 6GB ADAPTER	2	\$336.70
9105-41B-ECLS	3.0M CXP X16 COPPER CABLE PAIR FOR PCIE4	1	\$819.00
9105-41B-EJ1Y	STORAGE BACKPLANE WITH EIGHT NVME U.2 DR	2	\$3,638.18
9105-41B-EJ2A	PCIE4 X16 TO CXP CONVERTER ADAPTER (SUPP	1	\$1,592.50
9105-41B-EJ2B	PCIE3 12GB X8 SAS TAPE HBA ADAPTER	2	\$3,274.18
9105-41B-EJXU	FRONT IBM BEZEL FOR 16 NVME-BAYS BACKPLA	1	\$182.00
9105-41B-EM6W	64GB (2X32GB) DDIMMS, 3200 MHZ, 8GBIT DD	4	\$18,196.36
9105-41B-EN2W	PCIE3 4-PORT 10GBE BASET RJ45 ADAPTER	1	\$1,045.59
9105-41B-ENZ0	PCIE GEN4 I/O EXPANSION DRAWER	1	\$4,367.09
9105-41B-ENZF	PCIE4 6-SLOT FANOUT MODULE FOR PCIE GEN4	1	\$4,185.09
9105-41B-EPG2	8-CORE TYPICAL 3.00 TO 3.90 GHZ (MAX) PO	1	\$12,739.09
9105-41B-ESSH	ENTERPRISE 6.4 TB SSD PCIE4 NVME U.2 MOD	8	\$69,880.72
9105-41B-EU0K	OPERATOR PANEL LCD DISPLAY	1	\$363.09
9105-41B-EU19	CABLE TIES & LABELS	1	\$22.75
9105-41B-EUAS	STANDALONE USB DVD DRIVE W/CABLE	1	\$90.09
7965-S42	SERVER:7965-S42 2.0M POWER RACK	1	\$3,368.95
7965-S42-6654	4.3M (14-FT) 1PH/30A (24A DERATED) POWER	2	\$334.12
7965-S42-7188	POWER DISTRIBUTION UNIT	2	\$1,846.00
7965-S42-AKNC	PREMIUM S&H INDICATOR	1	\$0.00
7965-S42-ECRG	RACK REAR DOOR BLACK	1	\$507.65
7965-S42-ECRJ	RACK SIDE COVER	2	\$793.78
7965-S42-ECRT	RACK FRONT DOOR HIGH-END FOR 7965-S42	1	\$1,453.73
9677-A03	SERVER:3 YEAR, ADVANCED EXPERT CARE	1	\$3,840.24
5692-A6P	SYSTEM SOFTWARE	1	\$0.00
5733-NKY	DEACTIVATE SOFTWARE KEY AND EPOE	1	\$0.00
5733-OMF	OMNIFIND TEXT SEARCH SERVER FOR DB2 FOR	1	\$0.00
5733-RDW	IBM RATIONAL DEVELOPER FOR I V9	1	\$0.00
5733-SP3	IBM SOFTWARE MAINTENANCE FOR IBM I AND S	1	\$0.00
5733-SP3-0006	P10 REGISTRATION/RENEWAL 24X7	4	\$6,177.60
5733-SPE	IBM SOFTWARE MAINTENANCE FOR IBM I AND S	1	\$0.00
5733-SPE-4943	P10 PER PROCESSOR 3YR REG	4	\$41,184.00
5733-WE3	WEB ENABLEMENT FOR I V1	1	\$0.00
5761-DB1	IBM SYSTEM/38 UTILITIES FOR SYSTEM I	1	\$0.00
5765-VE4	IBM POWERVM V4	1	\$0.00
5770-HAS	IBM POWERHA SYSTEMMIRROR FOR I	1	\$0.00
5770-SS1	IBM I V7	1	\$0.00
5770-SS1-1448	OTC PER IBM I LICENSE TRANSFER	4	\$19,843.20
5770-SS1	IBM I V7	1	\$0.00
5770-SS1-1383	OTC KEYED SW MEDIA	1	\$289.38
5770-WDS	IBM RATIONAL DEVELOPMENT STUDIO FOR I	1	\$0.00
5773-PVE	3-YEAR SWMA FOR POWERVM	1	\$0.00
5773-PVE-0999	PER PROC SW MAINT REGISTRATION (SMALL)	4	\$1,191.84
5773-PVE-1001	PER PROC 24X7 SUPPORT (SMALL)	4	\$84.24
8286-41A s/n 783101X - Box swap to 9105-41B S1014 (PROD) Subtotal:			\$208,922.61

8286-41A s/n 7831A7X - Box swap to 9105-41B S1014 (CBU)

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
9105-41B	SERVER:IBM POWER S1014	1	\$5,005.00
9105-41B-0267	IBM I OPERATING SYSTEM PARTITION SPECIFY	1	\$0.00
9105-41B-2145	PRIMARY OS - IBM I	1	\$0.00
9105-41B-4649	RACK INTEGRATION SERVICES	1	\$136.50
9105-41B-6577	POWER CABLE - DRAWER TO IBM PDU, 200-240	4	\$50.96
9105-41B-AKNC	PREMIUM S&H INDICATOR	1	\$0.00
9105-41B-EB3W	AC TITANIUM POWER SUPPLY - 1200W FOR SER	2	\$1,092.00
9105-41B-EB46	10GBE OPTICAL TRANSCEIVER SFP+ SR	2	\$100.10
9105-41B-EC2U	PCIE3 2-PORT 25/10GB NIC&ROCE SR/CU ADAP	1	\$890.89
9105-41B-ECBY	SAS AE1 CABLE 4M - HD NARROW 6GB ADAPTER	2	\$336.70
9105-41B-ECLS	3.0M CXP X16 COPPER CABLE PAIR FOR PCIE4	1	\$819.00
9105-41B-EJ1Y	STORAGE BACKPLANE WITH EIGHT NVME U.2 DR	2	\$3,638.18
9105-41B-EJ2A	PCIE4 X16 TO CXP CONVERTER ADAPTER (SUPP	1	\$1,592.50
9105-41B-EJ2B	PCIE3 12GB X8 SAS TAPE HBA ADAPTER	2	\$3,274.18
9105-41B-EJXU	FRONT IBM BEZEL FOR 16 NVME-BAYS BACKPLA	1	\$182.00
9105-41B-EM6W	64GB (2X32GB) DDIMMS, 3200 MHZ, 8GBIT DD	4	\$18,196.36
9105-41B-EN2W	PCIE3 4-PORT 10GBE BASET RJ45 ADAPTER	1	\$1,045.59
9105-41B-ENZ0	PCIE GEN4 I/O EXPANSION DRAWER	1	\$4,367.09
9105-41B-ENZF	PCIE4 6-SLOT FANOUT MODULE FOR PCIE GEN4	1	\$4,185.09
9105-41B-EPG2	8-CORE TYPICAL 3.00 TO 3.90 GHZ (MAX) PO	1	\$12,739.09
9105-41B-ES5H	ENTERPRISE 6.4 TB SSD PCIE4 NVME U.2 MOD	8	\$69,880.72
9105-41B-EU0K	OPERATOR PANEL LCD DISPLAY	1	\$363.09
9105-41B-EU19	CABLE TIES & LABELS	1	\$22.75
9105-41B-EUAS	STANDALONE USB DVD DRIVE W/CABLE	1	\$90.09
7965-S42	SERVER:7965-S42 2.0M POWER RACK	1	\$3,368.95
7965-S42-6654	4.3M (14-FT) 1PH/30A (24A DERATED) POWER	2	\$334.12
7965-S42-7188	POWER DISTRIBUTION UNIT	2	\$1,846.00
7965-S42-AKNC	PREMIUM S&H INDICATOR	1	\$0.00
7965-S42-ECRG	RACK REAR DOOR BLACK	1	\$507.65
7965-S42-ECRJ	RACK SIDE COVER	2	\$793.78
7965-S42-ECRT	RACK FRONT DOOR HIGH-END FOR 7965-S42	1	\$1,453.73
9677-A03	SERVER:3 YEAR, ADVANCED EXPERT CARE	1	\$3,840.24
5692-A6P	SYSTEM SOFTWARE	1	\$0.00
5722-WE2	WEB ENABLEMENT FOR I5/OS	1	\$0.00
5733-NKY	DEACTIVATE SOFTWARE KEY AND EPOE	1	\$0.00
5733-OMF	OMNIFIND TEXT SEARCH SERVER FOR DB2 FOR	1	\$0.00
5733-SP3	IBM SOFTWARE MAINTENANCE FOR IBM I AND S	1	\$0.00
5733-SP3-0006	P10 REGISTRATION/RENEWAL 24X7	1	\$1,544.40
5733-SPE	IBM SOFTWARE MAINTENANCE FOR IBM I AND S	1	\$0.00
5733-SPE-4943	P10 PER PROCESSOR 3YR REG	1	\$10,296.00
5733-WE3	WEB ENABLEMENT FOR I V1	1	\$0.00
5765-AVE	IBM POWERVM LX86 FOR X86 LINUX	1	\$0.00
5765-VE4	IBM POWERVM V4	1	\$0.00
5770-HAS	IBM POWERHA SYSTEMMIRROR FOR I	1	\$0.00
5770-SS1	IBM I V7	1	\$0.00
5770-SS1-1448	OTC PER IBM I LICENSE TRANSFER	1	\$4,960.80
5770-SS1	IBM I V7	1	\$0.00
5770-SS1-1383	OTC KEYED SW MEDIA	1	\$289.38
5770-WDS	IBM RATIONAL DEVELOPMENT STUDIO FOR I	1	\$0.00
5773-PVE	3-YEAR SWMA FOR POWERVM	1	\$0.00
5773-PVE-0999	PER PROC SW MAINT REGISTRATION (SMALL)	3	\$893.88
5773-PVE-1001	PER PROC 24X7 SUPPORT (SMALL)	3	\$63.18
8286-41A s/n 7831A7X - Box swap to 9105-41B S1014 (CBU) Subtotal:			\$158,199.99

Maintenance 24x7 (CBU)

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
7965-WSU POWER 24X7	WSU POWER	1	\$128.20
7965-HWMA POWER 24X7	HWMA POWER	1	\$727.49
9105-SWMA POWERHA IBMI STD 24X7	SWMA POWERHA SYSMIRROR I STD	1	\$8,356.20
9105-SW ALF POWER 12 MTHS	AFTER LICENSE FEE POWER	1	\$0.00
9105-SWMA POWERHA IBMI ENT 24X7	SWMA POWERHA SYSMIRROR I ENT	1	\$1,675.54
9105-SW ALF POWER 12 MTHS	AFTER LICENSE FEE POWER	1	\$0.00
Maintenance 24x7 (CBU) Subtotal:			\$10,887.43

Maintenance 24x7 (PROD)



<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
7965-WSU POWER 24X7	WSU POWER	1	\$128.20
7965-HWMA POWER 24X7	HWMA POWER	1	\$727.49
9105-SWMA POWERHA IBMI STD 24X7	SWMA POWERHA SYSMIRROR I STD	1	\$8,356.20
9105-SW ALF POWER 12 MTHS	AFTER LICENSE FEE POWER	1	\$0.00
9105-SWMA POWERHA IBMI ENT 24X7	SWMA POWERHA SYSMIRROR I ENT	1	\$1,675.54
9105-SW ALF POWER 12 MTHS	AFTER LICENSE FEE POWER	1	\$0.00
Maintenance 24x7 (PROD) Subtotal:			\$10,887.43
Extended Subtotal:			\$388,897.46
Total Client Price:			\$388,897.46

Proposal Comments:

Terms and Conditions:

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event ERIE COUNTY WATER AUTHORITY ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, LLC. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products. For purposes of clarity, services being sold under this Proposal, whether Sirius' or a manufacturer's/vendor's, shall not be subject to shipping and handling and the terms related thereof.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as set forth herein, plus any applicable taxes. Payment is due within thirty (30) days from the date of the invoice. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date may be subject to an interest charge of 1% per month, or the maximum allowed by law, whichever is less. Customer is responsible for, and shall reimburse Sirius for, all personal property, sales, use, and any other taxes of any nature whatsoever (excluding taxes based on Sirius's net income), including, but not limited to, any import duties, merchandise processing fees, and assessments, if any, that are imposed as a result of the products provided ("Products"). Any payment made by Customer shall be made without deduction or withholding for or on account of any taxes except as may be required to be deducted or withheld by applicable law. If any taxes are required to be deducted or withheld under applicable law, the amount of the payment due from Customer shall be increased to an amount which, after making any deduction for taxes, leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required. Without limiting the preceding, all tax refunds are subject to the relevant taxing jurisdictions' statute of limitations.

2. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company to finance this Proposal, Customer may assign the rights to receive title to the Products to such Leasing Company, provided, however, such assignment shall not release Customer from any liability or obligation under this Proposal, and if the Leasing Company defaults on any such payment obligations owed to Sirius, Customer shall fulfill such obligations.

3. Freight Costs; Delivery; Risk of Loss. Sirius will arrange for shipment and delivery of the Products listed in this Proposal to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the products shall pass to Customer upon delivery at Customer's site.

4. Installation. Unless otherwise expressly provided in an applicable statement of work or this Proposal, Customer is responsible for, and shall pay all costs associated with, (i) reviewing the manufacturer's installation manual, (ii) verifying that the site is suitable for the operation of the Products purchased hereunder, (iii) preparing a suitable site for the delivery, installation and operation of the Products per the manufacturer's specifications, and (iv) installing and operating the Products.

5. Title; Security Interest; Remedy. Title to each Product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not transferred and the right to use software included in this Proposal shall be governed by a separate license agreement between Customer and the software licensor. Should Customer fail to perform any of its obligations within five (5) days after receipt of notice of default, including default in payment of any charges hereunder when due, Sirius shall be entitled to exercise all rights and remedies as may be conferred on it by law.

6. Modification; Returns. Any change or modification of this Proposal requested by Customer after acceptance by Sirius may result in an additional charge to be paid to Sirius by Customer. Customer is responsible for any additional costs derived from a change in the system configuration prior to the installation of equipment ordered from Sirius. If Sirius approves a return of the Products, a restocking charge may be assessed by Sirius to Customer. Said charge for rework, cancellation, or restocking will not exceed the actual charge assessed by the manufacturer or vendor to Sirius.

7. Limited Warranties. Sirius represents and warrants that, at the time each Product is delivered, Sirius will be the lawful owner of such Product (other than software products), or shall have the lawful right to deliver such Product (with respect to software products) to Customer, free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to, or right of possession of, the same to Customer. The products will be accompanied by the applicable manufacturer's or

software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies and any applicable agreements between Sirius and such manufacturer/licensor. Customer agrees (i) it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above), (ii) Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and (iii) any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to Products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, to the extent a maintenance agreement is available for the Products from the manufacturer, and provided that such warranty shall only apply if the Products are installed in accordance with the specifications of the manufacturer; provided also, that Customer's exclusive recourse against Sirius for a breach of this warranty shall be, at the election of Sirius, either the repair or replacement of such refurbished Products (as necessary to qualify for such maintenance agreement) or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such Products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto. Excluding the stated warranty regarding eligibility for the relevant manufacturer's maintenance agreement, all used and/or refurbished Products are sold "as is."

As Sirius is not the manufacturer of the Products listed on this Proposal, Customer waives and disclaims any claim against Sirius based upon (i) any infringement or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property rights with respect to any Products sold hereunder or any software licensed by any third party, or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or misappropriation, or any alleged infringement or misappropriation.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS PROPOSAL OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SHALL BE RESPONSIBLE FOR THE BACK-UP OF ALL DATA, SOFTWARE, OPERATING SYSTEMS, SOFTWARE CONFIGURATIONS, AND NETWORKING CONFIGURATIONS IN PREPARATION FOR AND DURING THE PERFORMANCE OF SERVICES. IN NO EVENT SHALL SIRIUS BE LIABLE FOR LOSS, CORRUPTION OF, OR DAMAGE TO DATA. EACH PARTY'S LIABILITY ARISING FROM OR RELATED TO THIS PROPOSAL SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS UNDER THIS PROPOSAL. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND EACH PARTY AGREES TO RELEASE THE OTHER PARTY, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT. The term "Damages" shall mean any loss, liability, claim, damage, or expense (including costs of investigation and defense and reasonable attorneys' fees).

9. Applicable Law. This Proposal (including these terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

10. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS PROPOSAL WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS PROPOSAL OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Proposal, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Proposal, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

11. Confidentiality. All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

12. Export Compliance. Each party acknowledges that the export, re-export, or import into any other country of Products that are purchased from Sirius may be subject to the export/import control laws and regulations of the U.S., the country of origin of the Products, the country in which Customer resides, or other applicable countries. Such laws and regulations include, without limitation, the Export Administration Regulations issued by the U.S. Department of Commerce, Embargo and Sanction Regulations issued by the U.S. Department of Treasury, the International Traffic in Arms Regulations issued by the U.S. Department of State, and the like. Each party agrees and undertakes to comply with all applicable export/import control laws and regulations, and Customer agrees that such Products are purchased solely for internal and commercial use.

13. General. This Proposal (including these terms) represents the entire and integrated agreement and understanding between the parties with respect to the Product(s) listed above and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. This Proposal may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither this Proposal nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. This Proposal does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this Proposal (the "Maintenance Services") will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"). If Customer removes a covered device from productive use and requests cancellation of the Maintenance Services on that device, in accordance with the Provider's terms and conditions, Customer must notify Sirius by email at the following address: OPU@siriuscom.com. Should Customer fail to send the request to the address above, processing of the cancellation shall be delayed and any associated credit with the cancellation may be reduced.

Accepted by:

ERIE COUNTY WATER AUTHORITY

Approved by:

Sirius Computer Solutions, LLC

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

Task / Milestone Name	Invoice Amount
Project Complete	\$16,991.00
Total	\$16,991.00

Travel Costs

Travel costs are included in the Services costs above provided two weeks' notice is given to Sirius.

MIGRATION SERVICES

Fee Schedule

Service Cost

The Services will be provided for a fixed price of \$16,050.00. Upon completion of each milestone, Sirius will invoice pursuant to the payment schedule set forth below. SOW will expire one (1) year from signature date.

Task / Milestone Name	Invoice Amount
Project Complete	\$16,025.00
Total	\$16,050.00

Travel Costs

Travel costs are included in the Services costs above provided two weeks' notice is given to Sirius.

Item 3

Hourly rate and other applicable charges for miscellaneous additional work that may be incurred during the installation and/or migration activities.

Response: Not applicable. Sirius is providing Erie County Water Authority with a fixed fee proposal for services and no miscellaneous additional work is anticipated.

Item 4

Completed Required Forms regarding Public Authority's Law §§ 2875, 2876, and 2878, State Finance Law §§139-j and 139-k and Unlawful Discriminatory Practices (pp. 9-20)

Response: See attached

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes as set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirement During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

**Offeror's Affirmation of Understanding of, and Agreement to Comply
with, the Permissible Contact Requirements During the Restricted Period**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offeror submits its proposal.

Offeror affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By:  Date: January 11, 2024

Name: Dario Bertocchi

Title: Vice President, Contracting Operations

Contractor Name: Sirius Computer Solutions, LLC.

Contractor Address: 10100 Reunion Place, Suite 500

San Antonio, TX 78216

FORM B

**Offeror's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offeror submits its proposal.

Offeror Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By:  _____ Date: January 11, 2024

Name: Dario Bertocchi

Title: Vice President, Contracting Operations

Contractor Name: Sirius Computer Solutions, LLC.

Contractor Address: 10100 Reunion Place, Suite 500

San Antonio, TX 78216

FORM C**Offeror's Disclosure of Prior
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and the Offeror is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority conducting the Governmental Procurement no later than when the Offeror submits its proposal.

FORM C (Continued)

Offeror's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Sirius Computer Solutions, LLC.

Address: 10100 Reunion Place, Suite 500, San Antonio, TX 78216

Name and Title of Person Submitting this Form: Dario Bertocchi, VP Contracting Operations

Contract Procurement Number: ECWA Project No. 202400002

Date: January 11, 2024

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY


Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury,

head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Sirius Computer Solutions, LLC.
(Name of Individual, Partnership or Corporation)

By 
(Person authorized to sign)

Dario Bertocchi
Vice President, Contracting Operations

(SEAL)

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Sirius Computer Solutions, LLC.

(Name of Individual, Partnership or Corporation)

By  _____
(Person authorized to sign)

Dario Bertocchi
Vice President, Contracting Operations

(SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED CDW Government LLC 230 North Milwaukee Ave Vernon Hills IL 60061 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyd's syndicate No. 2623		AA1128623
	INSURER B: The Phoenix Insurance Company		25623
	INSURER C: The Charter Oak Fire Insurance Company		25615
	INSURER D: Travelers Property Cas Co of America		25674
	INSURER E: The Travelers Indemnity Co of CT		25682
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570101924168** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		6605053096A see addendum	10/01/2023	10/01/2024	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-6N190234-23-I3-G	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION		CUP6J53867923I3 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
						Retained Limit	\$10,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N N/A	UB8P79604A2351K AOS	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D			UB8P8306872351R AZ, MA, WI	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O - Miscellaneous Professional-Primary		W19A8C230901 Claims Made - Cyber SIR applies per policy terms & conditions	10/01/2023	10/01/2024	Each Claim Aggregate	\$10,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER CDW Government LLC 230 North Milwaukee Ave. Vernon Hills IL 60061 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

Certificate No : 570101924168



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED CDW Government LLC	
POLICY NUMBER See Certificate Number: 570101924168			
CARRIER See Certificate Number: 570101924168	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability
 Policy# 6605D53096A

State and Insurer(s) Affording Coverage

California	Travelers Property Casualty Company of America	NAIC# 25674
All Other	The Phoenix Insurance Company	NAIC# 25623



Forms A B C.pdf



DISQUALIFICATION
TO CONTRACT WITH



GROUND FOR
CANCELLATION OF C

Item 5

Proof of insurance in accordance with Erie County Water Authority Insurance Requirements (pp. 21-22)

Response: See attached below



CDW Government
LLC-EOI-COI-Insuranc

SIRIUS SERVICES

Sirius is providing Erie County Water Authority with Statements of Work for your review. Please see attached below:

- **Implementation Services**



ERIE COUNTY
WATER AUTHORITY I

- **Migration Services**



ERIE COUNTY
WATER AUTHORITY II

Statement of Work

ERIE COUNTY WATER AUTHORITY IBM i Power 10 Implementation

This Statement of Work ("SOW") is made by and between Sirius Computer Solutions, LLC, ("Sirius") and Erie County Water Authority ("Customer") for the provision of certain professional services as more fully described herein, ("Services"). In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SCOPE OF SERVICES

The scope of services for this project is attached hereto as Exhibit A.

ACCEPTANCE CRITERIA

This SOW will be deemed complete when the Deliverables within Exhibit A have been completed and accepted by Customer.

RESPONSIBILITIES

Sirius Responsibilities

1. Staff this effort with appropriately skilled individuals to perform the Services.
2. Provide necessary support to ensure accurate and timely billing of Services per the contract.
3. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged, or corrupted data.
2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Customer will be responsible for data migration unless specified in the scope of services.
4. Prior to Sirius Consultant coming on-site for Services, provide resource contact information; names, phone numbers, email addresses and location.
5. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
6. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
7. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
8. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
9. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

DELIVERABLES

This SOW will produce the deliverables ("Deliverables") outlined in Exhibit A. All estimates and/or costs associated with this SOW are based solely upon the Deliverables outlined in Exhibit A. In the event any additional requirements are requested by Customer, the parties will mutually execute a change request to this SOW to address these additional requirements.

Tasks, Deliverables, and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Unless defined in Exhibit A, this SOW does not obligate Sirius to modify or remediate Deliverables or provide maintenance or support Services for Deliverables in any manner following Customer's acceptance without an appropriate, corresponding SOW. If applicable, a separate maintenance or support Services SOW may be established to provide maintenance or support Services to Customer.

Statement of Work

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
2. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.
3. The parties expressly agree that Sirius may use offshore resources, resources located outside of the United States, to provide the Services herein and expressly waive any terms to the contrary herein or in any referenced agreement.
4. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
 - a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law).
 - b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act.
 - c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act.
 - d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
 - e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
5. Sirius may deliver Services at Customer location or a remote location.
6. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.
7. This SOW will be scheduled around local resource availability. If, due to Customer's schedule, a local resource cannot be used, Customer will be charged for reasonable out-of-pocket travel and living expenses, and a Change Request for this SOW will be submitted to Customer for their acknowledgment.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

FEE SCHEDULE

Service Cost

The Services will be provided for a fixed price of \$16,991.00. Upon completion of each milestone, Sirius will invoice pursuant to the payment schedule set forth below. SOW will expire one (1) year from signature date.

Task / Milestone Name	Invoice Amount
Project Complete	\$16,991.00
Total	\$16,991.00

Travel Costs

Travel costs are included in the Services costs above provided two weeks' notice is given to Sirius.



Statement of Work

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
DAVE AUBERTINE	daubertine@cwa.org

SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

Bill To:
ERIE COUNTY WATER AUTHORITY 3030 UNION RD CHEEKTOWAGA, NY, 14227-1016

Service Locations:
ERIE COUNTY WATER AUTHORITY 3030 UNION RD SERVICE CENTER CHEEKTOWAGA, NY, 14227-1016

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CHANGE REQUESTS

From time-to-time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional Services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional Services to be provided by Sirius.

NO SOLICITATION

Upon Customer's signature of this SOW and for a period of one (1) year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the

Statement of Work

performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third-party ("Third-Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities, or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third-Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third-party owing no obligation of confidentiality to Sirius.

ADDITIONAL TERMS

- 1. Payment Terms.** Sirius shall send periodic invoices to Customer for Services rendered. Customer shall pay to Sirius at its Dallas offices at Accounts Receivable, PO Box 202289, Dallas, TX 75320-2289, or such other address as Sirius may designate, within thirty (30) days of the date of such invoice. Customer shall be liable for a monthly rate of interest equal to the lesser of one percent (1%) or the maximum allowed by federal or state law, on any unpaid amounts, which shall be in addition to such fees due and owing to Sirius. Any personal property taxes assessable on the Services on or after actual delivery are the responsibility of Customer.
- 2. Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD-PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY UNDER THIS SOW OR OTHERWISE ARISING OUT OF THIS SOW REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO SIRIUS AS SHOWN ON THIS SOW, AS THE CASE MAY BE, WITH RESPECT TO WHICH SUCH CLAIM RELATES.
- 3. Warranties.** Sirius warrants that Sirius will perform the Services in a professional manner, and according to the description in the SOW. Customer acknowledges and agrees that with respect to the software that is the subject of the Services, if any, Customer is relying solely on the representations and warranties of the licensor of such software and Sirius makes no representations or warranties with respect thereto. Customer waives any and all claims against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any third-party software or (ii) any indemnity claim, or obligation made by another

Statement of Work

against Customer arising out of any such infringement or alleged infringement. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING ANY SERVICES, DELIVERABLES, RESOURCES, EQUIPMENT, SOFTWARE, OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS SOW OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.

4. **Amendments and Waiver.** This SOW may only be amended, modified, or waived by a written instrument executed by Customer and Sirius. With respect to Sirius, only the President and Vice Presidents of Sirius are authorized to execute, amend, modify, or waive this SOW or any provision hereof and no other employees of Sirius have any authority (express or implied) to bind Sirius or make any representations or warranties on its behalf regarding the Services to be provided hereunder.
5. **Termination.** Either party may at any time terminate this SOW upon thirty (30) days' prior written notice. Either party may immediately terminate this SOW in the event that (i) the other party defaults in a material obligation under this SOW and fails to cure such default after thirty (30) days written notice or (ii) the other party becomes insolvent, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding under any bankruptcy or insolvency laws. Customer shall pay for all Services rendered by Sirius up to the effective date of termination within thirty (30) days of such termination date.
6. **Assignments; Parties in Interest; No Implied Rights.** This SOW shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This SOW shall not be assigned by Customer without the prior written consent of Sirius, which will not be unreasonably withheld. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to create any third-party beneficiary rights.
7. **Force Majeure.** Neither party shall be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the party, including war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy or other acts of terrorism, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel or raw materials or machinery or technical failures.
8. **Independent Contractor; Non-Exclusivity.** Under this SOW, Sirius shall be an independent contractor. This SOW shall not be construed as creating a partnership, joint venture, agency, or employment relationship, or as granting a franchise under either federal or state law. This SOW shall not preclude Sirius from selling products and/or providing Services to others, which may result in, among other things, computer programming techniques, products and documentation that are competitive, whether or not such materials are similar to materials developed by Sirius pursuant to this SOW or otherwise.
9. **Governing Law; Limited Time for Action.** All matters arising under or relating to this SOW shall be governed by and construed in accordance with the laws of the State of Texas. No action, regardless of form, arising out of or relating to this SOW may be brought by either party more than two (2) years after the cause of action has accrued.
10. **Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS SOW WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS SOW OR ANY OTHER SOW BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this SOW, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this SOW, the provisions of any federal, state, or local law, regulation, or ordinance notwithstanding.
11. **Entire Agreement.** This SOW embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. Unless otherwise expressly agreed upon by the parties, in the event of any conflict between the terms set forth herein and any other document referenced herein, the terms set forth in this SOW shall control. CUSTOMER EXPRESSLY WARRANTS, REPRESENTS AND ACKNOWLEDGES THAT NO PROMISE, AGREEMENT, REPRESENTATION OR STATEMENT HAS BEEN MADE TO CUSTOMER OTHER THAN THOSE EXPRESSLY STATED IN WRITING IN THIS SOW, UPON WHICH CUSTOMER HAS RELIED IN ENTERING INTO THIS SOW, AND CUSTOMER EXPRESSLY WAIVES AND DISCLAIMS ANY CLAIMS



Statement of Work

AGAINST SIRIUS FOR FRAUD OR FRAUDULENT INDUCEMENT TO ENTER INTO THIS SOW IN RELIANCE UPON OR BASED UPON ANY SUCH PROMISES, AGREEMENTS, REPRESENTATIONS OR STATEMENTS OR OTHERWISE.

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of January 5, 2024. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Services Operations Team by email to scottie.lee@cdw.com. Please note, all pages of SOW are required.

BY: ERIE COUNTY WATER AUTHORITY	BY: SIRIUS COMPUTER SOLUTIONS, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
PO # (if applicable)	SOW Number: SOW-024036
Date:	Date:

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SCOPE OF SERVICES

Sirius will provide the Customer with Engineer(s) to perform the following services:

IBM POWER10 Production Hardware Installation (site 1)

1. Pre-installation Planning to be performed.
2. Unpack and Install POWER10 PROD and CBU servers with new IBM racks.
3. Cable rack PDUs to line input and POWER10 system.
4. Install and configure IBM ACS LAN Console.
 - a. Customer to supply compatible Windows PC, display, keyboard and mouse with full administrative privileges.
5. Perform NVMe disk configuration, prepare system for SAV/RST migration (not included in this scope).
6. iASP required to be created after base ASP data restored.
7. Validate tape drive configuration and prepare to use existing SAS tape libraries.
8. Configure network for system, ACS Console to Customer network switch.
9. Organize and review related documentation with the customer including support options.
10. Turn over to customer to perform POWER8 migration, application installation, testing and validation.

IBM POWER10 CBU/DR Hardware Installation (site 2)

11. Pre-installation Planning to be performed.
12. Unpack and Install POWER10 PROD and CBU servers with new IBM racks.
13. Cable rack PDUs to line input and POWER10 system.
14. Install and configure IBM ACS LAN Console.
 - a. Customer to supply compatible Windows PC, display, keyboard and mouse with full administrative privileges.
15. Perform NVMe disk configuration, prepare system for SAV/RST migration (not included in this scope).
16. iASP required to be created after base ASP data restored.
17. Validate tape drive configuration and prepare to use existing SAS tape libraries.
18. Configure network for system, ACS Console to Customer network switch.
19. Organize and review related documentation with the customer including support options.
20. Turn over to customer to perform POWER8 migration, application installation, testing and validation.

ADDITIONAL RESPONSIBILITIES***Customer Responsibilities***

1. Customer to supply LAN Console PC.
2. Customer to supply Network switch and network configuration for this system.
3. Customer to supply rack floorspace and 220V power for the new racks/PDUs.
4. POWER8 to POWER10 migration and application testing.
5. POWER8 system data security and hardware disposition.

ADDITIONAL ASSUMPTIONS

1. No Application installation or Data Migration handled by the above statement of work.
2. Anything not specifically listed above is considered outside of scope.
3. PROD and CBU/DR systems may be installed during the same initial trip or over two separate trips based on ECWA requirements TBD.

Statement of Work

ERIE COUNTY WATER AUTHORITY IBM i POWER 10 MIGRATION

This Statement of Work ("SOW") is made by and between Sirius Computer Solutions, LLC, ("Sirius") and Erie County Water Authority ("Customer") for the provision of certain professional services as more fully described herein, ("Services"). In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

SCOPE OF SERVICES

The scope of services for this project is attached hereto as Exhibit A.

ACCEPTANCE CRITERIA

This SOW will be deemed complete when the Deliverables within Exhibit A have been completed and accepted by Customer.

RESPONSIBILITIES

Sirius Responsibilities

1. Staff this effort with appropriately skilled individuals to perform the Services.
2. Provide necessary support to ensure accurate and timely billing of Services per the contract.
3. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged, or corrupted data.
2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Customer will be responsible for data migration unless specified in the scope of services.
4. Prior to Sirius Consultant coming on-site for Services, provide resource contact information; names, phone numbers, email addresses and location.
5. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
6. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
7. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
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Statement of Work

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
2. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.
3. The parties expressly agree that Sirius may use offshore resources, resources located outside of the United States, to provide the Services herein and expressly waive any terms to the contrary herein or in any referenced agreement.
4. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
 - a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law).
 - b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act.
 - c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act.
 - d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
 - e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
5. Sirius may deliver Services at Customer location or a remote location.
6. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.
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SCHEDULE

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FEE SCHEDULE

Service Cost

The Services will be provided for a fixed price of \$16,050.00. Upon completion of each milestone, Sirius will invoice pursuant to the payment schedule set forth below. SOW will expire one (1) year from signature date.

Task / Milestone Name	Invoice Amount
Project Complete	\$16,025.00
Total	\$16,050.00

Travel Costs

Travel costs are included in the Services costs above provided two weeks' notice is given to Sirius.

Statement of Work

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
DAVE AUBERTINE	daubertine@cwa.org

SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

Bill To:
ERIE COUNTY WATER AUTHORITY 3030 UNION RD CHEEKTOWAGA, NY, 14227-1016

Service Locations:
ERIE COUNTY WATER AUTHORITY 3030 UNION RD SERVICE CENTER CHEEKTOWAGA, NY, 14227-1016
ERIE COUNTY WATER AUTHORITY 295 MAIN ST RM 350 BUFFALO, NY, 14203-2415

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

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From time-to-time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional Services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional Services to be provided by Sirius.

Statement of Work

NO SOLICITATION

Upon Customer's signature of this SOW and for a period of one (1) year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third-party ("Third-Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities, or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third-Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third-party owing no obligation of confidentiality to Sirius.

ADDITIONAL TERMS

- 1. Payment Terms.** Sirius shall send periodic invoices to Customer for Services rendered. Customer shall pay to Sirius at its Dallas offices at Accounts Receivable, PO Box 202289, Dallas, TX 75320-2289, or such other address as Sirius may designate, within thirty (30) days of the date of such invoice. Customer shall be liable for a monthly rate of interest equal to the lesser of one percent (1%) or the maximum allowed by federal or state law, on any unpaid amounts, which shall be in addition to such fees due and owing to Sirius. Any personal property taxes assessable on the Services on or after actual delivery are the responsibility of Customer.
- 2. Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD-PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY UNDER THIS SOW OR OTHERWISE ARISING OUT OF THIS SOW REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO SIRIUS AS SHOWN ON THIS SOW, AS THE CASE MAY BE, WITH RESPECT TO WHICH SUCH CLAIM RELATES.

Statement of Work

3. **Warranties.** Sirius warrants that Sirius will perform the Services in a professional manner, and according to the description in the SOW. Customer acknowledges and agrees that with respect to the software that is the subject of the Services, if any, Customer is relying solely on the representations and warranties of the licensor of such software and Sirius makes no representations or warranties with respect thereto. Customer waives any and all claims against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any third-party software or (ii) any indemnity claim, or obligation made by another against Customer arising out of any such infringement or alleged infringement. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING ANY SERVICES, DELIVERABLES, RESOURCES, EQUIPMENT, SOFTWARE, OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS SOW OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE.
4. **Amendments and Waiver.** This SOW may only be amended, modified, or waived by a written instrument executed by Customer and Sirius. With respect to Sirius, only the President and Vice Presidents of Sirius are authorized to execute, amend, modify, or waive this SOW or any provision hereof and no other employees of Sirius have any authority (express or implied) to bind Sirius or make any representations or warranties on its behalf regarding the Services to be provided hereunder.
5. **Termination.** Either party may at any time terminate this SOW upon thirty (30) days' prior written notice. Either party may immediately terminate this SOW in the event that (i) the other party defaults in a material obligation under this SOW and fails to cure such default after thirty (30) days written notice or (ii) the other party becomes insolvent, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding under any bankruptcy or insolvency laws. Customer shall pay for all Services rendered by Sirius up to the effective date of termination within thirty (30) days of such termination date.
6. **Assignments; Parties in Interest; No Implied Rights.** This SOW shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This SOW shall not be assigned by Customer without the prior written consent of Sirius, which will not be unreasonably withheld. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to create any third-party beneficiary rights.
7. **Force Majeure.** Neither party shall be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the party, including war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy or other acts of terrorism, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel or raw materials or machinery or technical failures.
8. **Independent Contractor; Non-Exclusivity.** Under this SOW, Sirius shall be an independent contractor. This SOW shall not be construed as creating a partnership, joint venture, agency, or employment relationship, or as granting a franchise under either federal or state law. This SOW shall not preclude Sirius from selling products and/or providing Services to others, which may result in, among other things, computer programming techniques, products and documentation that are competitive, whether or not such materials are similar to materials developed by Sirius pursuant to this SOW or otherwise.
9. **Governing Law; Limited Time for Action.** All matters arising under or relating to this SOW shall be governed by and construed in accordance with the laws of the State of Texas. No action, regardless of form, arising out of or relating to this SOW may be brought by either party more than two (2) years after the cause of action has accrued.
10. **Waiver of Jury Trial. EACH OF THE PARTIES TO THIS SOW WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS SOW OR ANY OTHER SOW BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING.** By execution of this SOW, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this SOW, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.
11. **Entire Agreement.** This SOW embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes any prior agreements and understandings relating to the



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subject matter hereof. Unless otherwise expressly agreed upon by the parties, in the event of any conflict between the terms set forth herein and any other document referenced herein, the terms set forth in this SOW shall control. CUSTOMER EXPRESSLY WARRANTS, REPRESENTS AND ACKNOWLEDGES THAT NO PROMISE, AGREEMENT, REPRESENTATION OR STATEMENT HAS BEEN MADE TO CUSTOMER OTHER THAN THOSE EXPRESSLY STATED IN WRITING IN THIS SOW, UPON WHICH CUSTOMER HAS RELIED IN ENTERING INTO THIS SOW, AND CUSTOMER EXPRESSLY WAIVES AND DISCLAIMS ANY CLAIMS AGAINST SIRIUS FOR FRAUD OR FRAUDULENT INDUCEMENT TO ENTER INTO THIS SOW IN RELIANCE UPON OR BASED UPON ANY SUCH PROMISES, AGREEMENTS, REPRESENTATIONS OR STATEMENTS OR OTHERWISE.

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of January 5, 2024. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Services Operations Team by email to scottie.lee@cdw.com. Please note, all pages of SOW are required.

BY: ERIE COUNTY WATER AUTHORITY	BY: SIRIUS COMPUTER SOLUTIONS, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
PO # (if applicable)	SOW Number: SOW-024076
Date:	Date:

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Statement of Work

EXHIBIT A

SCOPE OF SERVICES

Sirius will provide the Customer with Engineer(s) to perform the following services:

IBM POWER10 CBU/DR System Migration (Site 2) – Business Hours, Trip 1:

1. Customer to perform Full System Save (Option 21) for recovery.
2. Perform Restore option.
3. Create iASP configuration after initial restore complete.
4. Restore iASP data.
5. Work with customer to verify application operation.
6. Application validation responsibility of customer.
7. Customer to provide any "resync" of data after recovery.

IBM POWER10 Production System Migration (Site 1) – Non-Business Hours, Trip 2:

1. Customer to perform Full System Save (Option 21) for recovery.
2. Perform Restore option.
3. Create iASP configuration after initial restore complete.
4. Restore iASP data.
5. Work with customer to verify application operation.
6. Application validation responsibility of customer.
7. Customer to provide any "resync" of data after recovery.

ADDITIONAL RESPONSIBILITIES

Customer Responsibilities

1. System Synchronization / Replication is not part of this statement of work.
2. POWER8 to POWER10 migration and application testing.
3. POWER8 system data security and hardware disposition.

ADDITIONAL ASSUMPTIONS

1. Anything not specifically listed above is considered outside of scope.
2. Initial installation of new POWER10 PROD and CBU/DR to be performed under a different SOW contract, dates to be determined which may coincide with migration dates or be completely separate.

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TERMS

Sirius is submitting this proposal under the terms of the attached Statements of Work and terms on the quote.

