



REVERUS

Town of Halfmoon

Server Upgrade

Statement of Work

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All tasks in this statement of work were discussed with Town of Halfmoon IT staff. Any additional items can be defined and added.

1. Log review has taken place separately
2. System account maintenance
 1. Remove any unnecessary administrative accounts
 2. Change local admin password on physical appliance
 3. Change domain administrator password
 4. Change iLO password for any accounts
3. Upgrade system with latest Service Pack for Proliant – version 2024.09.00.00
 1. This will require downtime – roughly 1 hour
4. SQL Server database migration
 1. Define new location for SQL instance
 2. Install SQL 2016
 3. Coordinate with vendor(s) to restore databases on new server
 4. Configure applications for new server access
 5. Test/Validate functionality
5. Citrix – provide access to systems for new Citrix environment
 1. Most of this will be done in house – Reverus will provide support as needed
6. Client join to Active Directory
 1. Determine any local configurations that need to be migrated
 2. Document process to join all PCs to on-prem Active Directory
 3. End user support
 1. Ensure access to all necessary resources
 4. Future – plan group policies to apply security and configuration settings globally
 5. Most of this can be done in-house – Reverus will provide support as needed
7. Install and Configure Microsoft Entra Connect Sync
 1. Review current Azure/Office 365 configuration
 1. Determine steps necessary to complete on-prem Active Directory to Entra sync based on discovery
 2. Install sync tool and validate accounts
 3. Test/Validate functionality
 4. Future – prepare for document storage on OneDrive
8. Network Configuration
 1. Ensure any unused switch ports are configured for data/voice
9. Documentation
 1. Securely provide all account information
 2. Securely provide all IP addressing/naming for systems

Reverus
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 Clifton Park, NY 12065
 United States
 T: (888) 957-3837

Quote #	6467
Date	October 8, 2024
Expires	November 7, 2024
Contact	Richard Pulver

Prepared for Town of Halfmoon
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ACCEPT QUOTE

Proposal (Generic) - T&M

One-Time Fees

Category	Item	Qty	Price	Total
Services	Time and materials estimate - only actual hours are billed	20	\$165.00	\$3,300.00

Please contact us if you have any questions.

Total One-Time **\$3,300.00 USD**

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees
Services	\$3,300.00
Total	\$3,300.00 USD

Standard Assumptions

- Any item not specifically listed in this Statement of Work will be considered "Out of Scope" and would be addressed with a Scope Change Document.
- Reverus engineers will work during normal business hours, Monday through Friday (excluding holidays) 8:00AM – 5:00 PM except for migration events or unless otherwise agreed upon by the Reverus Project Manager and Town of Halfmoon . Migration events need to be schedule at least two weeks in advance.
- This proposal does not include an on-going support contract to cover moves, adds, and changes, upgrades to software and hardware, and troubleshooting. Should Town of Halfmoon require such services, Reverus will provide a separate proposal to meet these needs. If these services are requested, Reverus will charge for services as Time and Expenses (T&E) at normal non-contracted rates.
- Town of Halfmoon shall designate a person to whom all Reverus communications may be addressed and who has the authority to act on all aspects of this services engagement.
- Town of Halfmoon is responsible for providing all necessary physical access to its facilities and remote network access as required (e.g., via VPN) along with access to relevant network documentation and existing device configurations.

- Unless otherwise agreed to by the parties, Town of Halfmoon shall respond within two (2) business days of a Reverus request for documentation or information related to the project. Town of Halfmoon agrees to provide network and systems diagrams showing affected equipment, to accurately complete the implementation and assure Town of Halfmoon's overall objectives are met.
- Town of Halfmoon shall ensure that contracts with its own vendors and third-parties are fully executed and reflect the correct terms to enable Town of Halfmoon's business requirements to be met in full. In addition, Town of Halfmoon shall be responsible for all payments to, and the work performance of, all non-Reverus entities assigned to or working on this project.
- Town of Halfmoon is responsible for managing any and all internal change management procedures and providing qualified engineers to assist with any configuration changes to production network devices required to enable access.
- Town of Halfmoon will perform any system backups needed before changes are made and backup target systems and work implemented by Reverus. All outages are to be authorized by Town of Halfmoon and any agreed-upon Change Control process completed prior to outage times.
- Town of Halfmoon will purchase or provide all hardware, software licenses, staff, current maintenance contracts and environments necessary for Reverus to provide the designated services.
- Town of Halfmoon resources are expected to be available onsite or remotely throughout the entire project.
- Town of Halfmoon agrees to provide all necessary cabling required in order to complete the installation of the proposed solution that is not already included with the provided equipment. Cabling will be delivered to the installation site prior to the scheduled install date. This includes desktop patch cords, closet patch cords, patch panels, etc. All cabling longer than 20 feet will be installed by Town of Halfmoon or its subcontractor and will be labeled with an indication of what the cabling supports.
- Town of Halfmoon agrees to prepare the installation site. In particular, this includes ensuring that proper environmental conditions are met and adequate power (including UPS) is available.
- Town of Halfmoon agrees that any high-voltage electrical work and/or furnishing or installation of conduits and/or normal electrical hardware will be the responsibility of Town of Halfmoon.

Terms

• Change Orders

Change orders materially alter the Services provided by Reverus, including change in hours, the scope of work, or alteration of the proposal. All change orders must be signed by both Parties and added as an amendment to this Agreement prior to the performance of the change order.

• Invoices

Unless other arrangements are made, Reverus will submit invoices to Town of Halfmoon, Monthly, for fees related to the services rendered during the prior month. Reverus will provide NET 30 terms. Invoices are sent at the beginning of each month.

• Payment Schedule

- Reverus will invoice on a T&M basis.
- Reverus will invoice after work has been complete (in arrears)
- Reverus will invoice during our monthly billing cycle (typically in the first 10 days of the month)

• Payment

Beginning on the Effective Date of this agreement, Town of Halfmoon will be billed per the above-stated payment schedule, in advance for applicable fees. Monthly service overage charges and hardware/software costs, if any, shall be billed monthly. Any amount due to Reverus under this Agreement shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Any amount not paid within thirty (30) days of the date of each invoice may be subject to an interest charge equal to the lesser of 2% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Town of Halfmoon in good faith within fifteen (15) days of the receipt of an invoice, therefore, will be deemed approved and accepted by Town of Halfmoon.

• Ownership of Intellectual Property

To the extent that Reverus has received payment of compensation as provided in this Agreement, Reverus hereby assigns to Town of Halfmoon a non-exclusive, perpetual and royalty-free license in any intellectual property created or developed by Reverus specifically for Town of Halfmoon under this Agreement. Reverus retains all ownership rights relating to any intellectual property created or developed by Reverus.

• Confidential Information

1. All information relating to Town of Halfmoon that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Reverus and shall not be disclosed or used by Reverus except to the extent that such disclosure or use is reasonably necessary to the performance of Reverus Services or is required by law.
2. All information relating to Reverus that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Town of Halfmoon and shall not be disclosed or used by Town of Halfmoon except to the extent that such disclosure or use is reasonably necessary to the performance of Town of Halfmoon's duties and obligations under this Agreement or is required by law.
3. These obligations of confidentiality shall apply during the term of this Agreement and for a period of one (1) year after the termination of this Agreement but shall not apply with respect to information that is independently developed by the Parties, lawfully becomes a part of the public domain, or which the parties gain knowledge or possession of free of any confidentiality obligation.

• Warranty and Disclaimer

Reverus warrants that the Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

• Limitation of Remedies and Liability

Town of Halfmoon's sole and exclusive remedy for any claim against Reverus with respect to the quality of Reverus Services shall be the correction by Reverus of any material defects or deficiencies therein, of which Town of Halfmoon notifies Reverus in writing within thirty (30) days after Town of Halfmoon becomes aware of the deficient Services. In the absence of any such notice, Reverus Services shall be deemed satisfactory to and accepted by Town of Halfmoon. In no event shall Reverus be liable for any loss of profit or revenue by Town of Halfmoon, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Town of Halfmoon arising as a result of, or related to, Reverus Services, whether in contract, tort, or otherwise, even if Town of Halfmoon has advised of the possibility of such loss or damages. Town of Halfmoon further agrees that the total liability of Reverus for all claims of any kind arising as a result of, or related to, this Agreement, or to any act or omission of Reverus, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Town of Halfmoon to Reverus for the Services during the twelve (12) month period immediately preceding the date the claim arises. Town of Halfmoon shall indemnify and hold Reverus harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Reverus therein, arising out of or in conjunction with Town of Halfmoon performance under or breach of this Agreement.

• Relation of Parties

The performance by Reverus of its duties and obligations under this Agreement shall be that of an independent contractor, and nothing herein shall create or imply an agency relationship between Reverus and Town of Halfmoon, nor shall this Agreement be deemed to constitute a joint venture or partnership between the Parties.

• Miscellaneous Provisions

1. Reverus agrees to notify Town of Halfmoon in writing if Reverus intends to subcontract any part of the Services, and any such subcontract shall be subject to Town of Halfmoon prior written approval. Except as provided herein, neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.
2. The Parties agree that this Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.
3. If either Party brings an action against the other to enforce any condition or covenant of this Agreement, the substantially prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees incurred in such action.
4. If any provision of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
5. If either party fails to perform its obligations hereunder (except for the obligation to pay money) because of strikes, accidents, acts of God, weather conditions, action or inaction of any governmental or other proper authority, or other causes beyond such party's control, such failure to perform will not be deemed a default hereunder and will be excused

without penalty until such time as said party is capable of performing.

6. The waiver by any Party of any breach of covenant by the other Party shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of both Parties.
7. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.
8. Reverus represents and warrants to Town of Halfmoon that any employee of Reverus, agent or contractor of Reverus who is expected to perform obligations under this Agreement, has been excluded from participation in any federal health care program (as defined under 42 U.S.C. Section 1320a-7b(f)).

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