

ePlus Technology, inc.
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Statement of Work

County of Washoe

Infrastructure Assessment

SOW# County of Washoe-Infrastructure Assessment-107425

6/3/2021

James Wood

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1.0 INTRODUCTION AND EXECUTIVE SUMMARY

This Agreement and Statement of Work (this “Agreement” or “SOW”) is made June 3rd, 2021 (“Effective Date”) by and between County of Washoe (“Customer”) and ePlus Technology, inc. (“ePlus”) (each of ePlus and Customer a “Party” and together the “Parties”).

1.1 EXECUTIVE SUMMARY OF THE SERVICES

Customer has engaged ePlus to conduct an assessment of their IT infrastructure. This assessment gathers and validates current state design and also identifies and documents possible future state designs and provides a roadmap on how to get there. As part of this assessment ePlus will inspect infrastructure components including: network, firewalls, site connectivity, servers/storage, VMware, backup/DR, and cloud services. For planning purposes, this project will span two (2) phases.

- Infrastructure enhancement review with remediation recommendations
- Infrastructure modernization/transformation design development and roadmap

1.2 DEFINITIONS

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

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

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

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

2.0 SCOPE

2.1 SERVICES

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

In scope items:

- Perform environment discovery based both on automated collection tools and manual investigation processes
- Gather documentation and processes to understand the current state and foreseen direction around the following areas:
 - Security – Firewalls
 - Network infrastructure – Switches, routers, WAN
 - Data center infrastructure – Servers, VxRAIL, VMware, storage
 - Backup and DR infrastructure
 - Remote site connectivity
 - Infrastructure, design, and requirements artifacts
- Site list
 - Primary data center
 - Secondary data center
 - Five (5) additional sites (sampling)



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Equipment list:

Primary DC

- Number of network devices – fifty (50)
- Number of firewalls – six (6)
- Number of physical servers – 120
- Total number of virtual machines (VMs) – 450
- Number of storage arrays – two (2) in data center production plus four (4) to six (6) additional arrays

Secondary DC

- Number of network devices – four (4)
- Number of firewalls – two (2)
- Number of physical servers – three (3)
- Total number of VMs – 157
- Number of storage arrays – one (1)

Five (5) Additional Sites (Sampling)

- Number of network devices: one (1) router and two (2) switches
- Number of firewalls: one (1) firewall

Infrastructure Enhancement Review Assessment

ePlus will perform the initial discovery of the network using a data collection tool ePlus will provide. Upon completion of the automated collection, ePlus will perform a manual process to discover devices the tool may have missed.

Automated Network/Asset Discovery

ePlus will perform an automated RISC Network assessment to collect discovered assets. This assessment gathers and delivers analytical data that provides the Customer with inventory data for discovered devices including network, Windows Server, Windows Workstation, and VMware. The Customer will also receive reports showing where the infrastructure has issues, where it is performing well, and how it compares to other customers. The engagement involves multiple stages from initial setup, monitoring, analysis, documentation, and review.

ePlus will conduct a joint Webex session with the Customer Team to deploy the virtual appliance and begin the discovery:

- Deploy virtual appliance(s) into VMware environment
- Power on virtual appliance and perform initial bootstrapping procedures
- Input IP address information
- Input assessment activation code
- Input subnets to scan or populate using routing tables
- Input Simple Network Management Protocol (SNMP) credentials and test
- Input Windows credentials and test
- Input VMware vCenter and/or ESXi credentials and test
- Input command line interface (CLI) credentials (optional)
- Start initial discovery



Asset Discovery and Validation

- Review asset report with Customer Team to confirm list of discovered assets
- Tune collection to pick up things that might be missing
 - Review/validate list of subnets to be scanned
 - Determine cause of inaccessible devices (incorrect credentials, connectivity, and access control lists [ACLs])
 - Make necessary changes to RISC appliance configuration
 - Initiate a rescan
- Obtain email confirmation regarding discovery assets
- Execute performance monitoring and automate analytic checks via assessment tools
- Export assessment data from RISC appliance
- Review and analyze raw data

Requirements Gathering

- Gather business requirements and drivers
 - Business, technical, and operational requirements
 - Existing business continuity plans
 - Existing DR strategies
 - Operational RPO/RTO requirements
 - Edge computing requirements
 - ROBO backups
 - Remote strategies
 - Future technology plans
 - Network design/topology documents
 - Network services and application initiatives
 - Feature requirements
- Technical requirements gathering
 - Firewall infrastructure
 - Network infrastructure
 - Data center infrastructure
 - Backup and DR infrastructure
 - Cloud infrastructure
 - Site connectivity
 - Remote access

Analysis and Recommendation Documentation

ePlus will draft findings and recommendations into an assessment document that will include:

- Executive summary
- Network architecture overview
 - Modularity
 - Capabilities
 - Scalability
- Traffic flow
 - DC



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- Internet
 - WAN
 - Cloud
- Remote access VPN capabilities
- QoS
 - Deployment methods
- Layer 2
 - Spanning-tree enhancement
 - Distributed Layer 2
- Layer 3
 - Dynamic/static routing enhancement
 - Secure
 - Traffic flow
- Network resiliency and high availability
 - DC
 - DR
 - Internet
 - WAN
- Physical hardware inventory
 - Make
 - Product ID
 - Serial number
- Layer 1-2 diagram(s)
 - Physical interconnectivity
- Layer 3 diagram(s)
 - Routing connectivity
 - Default route
 - Route summarization
 - Route redistribution
 - Route advertisement
- Configuration management
 - Centralized backup capabilities
 - Configuration automation capabilities
 - Change control management workflow and workflow diagram(s)
- Software/hardware revisions assessment
- Performance monitoring
 - Netflow capabilities
 - Client Experience L4-L7 visibility capabilities
 - Packet capture capabilities
- Network capacity
- VPN capacity
- LAN and Internet capacity
- Physical server deployment
- VxRAIL



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- Virtualization – vSphere
- Storage design and configuration review
- Backup infrastructure
 - Backup retention policies and requirements
 - Backup infrastructure sizing
 - Backup redundancy
 - Disaster recovery
 - Review existing plan and requirements
 - Provide recommendation on improving overall plan
- Present assessment document to key stakeholders
- Provide up to two (2) assessment document revisions based on Customer feedback

Infrastructure Modernization/Transformation Strategy Workshop

ePlus will leverage the information captured during the initial infrastructure assessment and will work with Customer to define and develop a future state design for the IT infrastructure environment. ePlus will review current state infrastructure, organizational initiatives and objectives, and standard industry trends to develop an end state design for IT infrastructure. ePlus will use the agreed-upon future state design to develop a roadmap and to get there.

- Conduct a series of workshops as needed to gather pertinent details with the Customer team for the following subject areas:
 - Networking – wired and wireless
 - Firewall
 - Security and compliance
 - Data center utilization
 - Cloud strategy and planning
 - O365 and Azure adoption
 - Server/storage design and plan
 - Disaster recovery and backup
 - Site connectivity
 - Monitoring and alerting
- During these workshops ePlus will discuss current and future business and technical objectives
- Leverage information captured during workshops to develop modern end state design
- Present recommended design and potential future state options
- Develop roadmap and strategy recommendations to align with proposed future state

2.2 DELIVERABLES

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

- MyITAssessment Report – This network assessment report aligns issues to potential solutions.
- Asset Report – The asset report provides a vendor neutral inventory.
- Device EoX Report – This report is based on multiple data sets and provides End of Life/End of Sale information as available. This is limited to equipment only and does not include software or security.
- Critical Interfaces Report – Critical Interfaces classify network interfaces into groups such as: uplinks, router interfaces, and server interfaces.
- CLI Configuration Files – Zip file containing IOS configuration files of supported devices



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- High-Level Server Report
- Core Raw Report – MyITAssessment report in excel format
- Executive Summary – High-level report of findings
- KTN Report – List of current Cisco SMARTnet status on devices discovered during the assessment
- Network Infrastructure Overview Documentation:
 - Table of device hardware inventory
 - Write-up, high-level Visio diagram of L1 topology
 - Write-up, high-level Visio diagram of L2 topology
 - Write-up, high-level Visio diagram of L3 topology
 - Write-up and high-level diagram, if necessary, on traffic routing, site, and remote connectivity
 - Write-up, table, and high-level topology diagram(s), where applicable, on vSphere Networking
 - Write-up on storage utilizations, configurations, and recommendations
 - Write-up on backup design, configurations, and recommendation
 - Write-up of enterprise disaster recovery posture and capabilities
 - Network Infrastructure Analysis:
 - Table of device CPU and memory utilizations
 - Write-up on performance and high-availability
 - Write-up on current QoS configuration
 - Write-up on network monitoring capabilities
 - Write-up on configuration management capabilities
 - Write-up on network capacity and scalability
 - Remediations and recommendations (where applicable):
 - Write-up and high-level Visio diagram, if necessary, of:
 - L1-L3 network design and configuration changes
 - EoS/EoL hardware
 - Software version
 - Changes or additions that may improve performance, capacity, and scalability
- Present/review (narrative overview meeting) assessment book with key stakeholders
- Write-up on future end-state design recommendations
- Roadmap documentation

Documentation will be provided in either Word, Excel, Visio, or PDF unless otherwise noted.

Notwithstanding anything to the contrary set forth herein: (i) ePlus shall have the right to retain a copy of any work product of its personnel for its records; (ii) as part of ePlus' provision of the Services, ePlus may utilize proprietary works of authorship that have not been created specifically for Customer, including without limitation computer programs, methodologies, designs, tools, and documentation, as well as intellectual property rights, ideas, concepts, know-how, or data, and any derivatives thereof, which have been originated, developed or purchased by ePlus or its affiliate, subcontractors or suppliers ("ePlus Information"); and (iii) ePlus Information and ePlus' administrative communications and records relating to the Services shall remain the sole and exclusive property of ePlus.

2.3 PLACE OF PERFORMANCE

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

- Services will be performed remotely



3.0 CUSTOMER RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

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

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

3.2 PROJECT-SPECIFIC CUSTOMER RESPONSIBILITIES

- Provide any documentation available in discovering current state
- Participate in workshops and meetings as necessary to gather and discuss requirements
- Provide details on Customer plans already in flight for future hardware upgrades and technology refresh cycles
- Provide ePlus consulting resources access as necessary to gather device specific information
- Provide a project lead in each of the technology areas as needed throughout the project

3.3 SYSTEM RESPONSIBILITIES

- Customer is responsible for providing all software and associated licenses.
- Unless otherwise agreed by the Parties, Customer shall respond within two (2) business days of ePlus' request for documentation or information needed for the project.
- Customer shall ensure that contracts with its own vendors and third parties are fully executed and enable Customer's business requirements to be met in full. Customer shall be responsible for all payments to, and the performance of, all non-ePlus entities assigned to, or working on this project.



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- ePlus will not be responsible for data loss. Backups should be performed prior to work starting. All data is the responsibility of the Customer.
- Should a manufacturer provide Customer with specialized or custom software unique to Customer, ePlus will not be responsible for any delays or failures to perform related to use of such software.
- ePlus shall not be responsible for support and maintenance of Products.
- Unless otherwise specified in this SOW, ePlus shall not be responsible for any customization of, or labor to install software (except operating systems or firmware pre-installed by the manufacturer).
- Services do not include resolution of software or hardware problems resulting from third party equipment or services or problems beyond ePlus' control.
- Services exclude any hardware upgrade required to run new or updated software.

4.0 ASSUMPTIONS

4.1 GENERAL ASSUMPTIONS

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

- Where applicable, Customer's Site shall be ready prior to the date scheduled for ePlus to perform the Services. Costs associated with Customer's inability to (1) make the Customer Site ready or (2) meet any of the other responsibilities specified in this SOW shall be billed at ePlus' then-current time and materials rates plus travel and other related expenses. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
- This SOW defines exclusively the scope of the Services. This SOW shall not apply to any purchase, support or maintenance of Products, which are purchased separately.
- In the event ePlus is required to provide third party materials under this SOW (i.e. cables, racks, etc.), Customer shall be responsible for any costs, maintenance and/or warranty obligations therein.
- Acceptance tests conducted in respect of the Services shall apply only to such Services and shall not constitute acceptance or rejection of any Product purchased or licensed separately by Customer.
- The schedule shall be extended up to thirty (30) days for any personnel change requests made by Customer.
- Customer acknowledges that at any time during the project, if progress is stalled, by no fault of ePlus, for more than twenty (20) contiguous Business Days, ePlus reserves the right to issue a Milestone Completion Certificate for work that has been completed.
- If Services include any assessments of Customer's network, systems, or security protocols, Customer understands that no guaranty is made by ePlus or its subcontractors that such assessments will detect all security weaknesses, potential security problems, vulnerabilities or potential breaches. ePlus does not guarantee that recommendations or actions undertaken pursuant to this SOW will completely address all issues identified or not identified.
 - If an ePlus Subcontractor is used to perform the security assessment/audit services, the data will be shared with ePlus for gap analysis and recommendation purposes.
- If Services include the implementation of any system dealing with Emergency 911 Services, including but not limited to phone systems, the Customer is responsible for ensuring its 9-1-1 dialing is compliant with law, including any relevant "Kari's Law". ePlus encourages customers to consult with their counsel regarding this matter.



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

4.2 PROJECT-SPECIFIC ASSUMPTIONS

- Calls and meetings will be scheduled at a mutually agreeable time between the Customer's and ePlus' resources. The calls and meetings will be scheduled through ePlus' Project Manager.
- No training is included in this project unless otherwise specified in this SOW.
- Services schedule reflects work effort based on non-contiguous business days and does not include a full-time ePlus Engineer for staff augmentation during the project.

5.0 PERIOD OF PERFORMANCE

5.1 ESTIMATED TIMELINE

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

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

5.2 TERMINATION

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

6.0 PRICING AND PAYMENT TERMS

For the Services performed under this SOW, Customer agrees to pay ePlus a fee of **\$94,932.00** (the "Fee").

Milestones are as follows:

TITLE:	DESCRIPTION:	AMOUNT:
Milestone 1	SOW Acceptance and Signature	\$47,000.00
Milestone 2	Project Completion	\$47,932.00



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

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

7.0 ACCEPTANCE OF MILESTONES OR SERVICES

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

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

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

8.0 CHANGE MANAGEMENT PROCEDURES

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

9.0 WARRANTY

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



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10.0 LIMITATION OF LIABILITY

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

11.0 OTHER TERMS AND CONDITIONS

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

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

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

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

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



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

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

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

Data Rights and Consents: Customer represents and warrants that it has all right, title and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions and releases necessary for ePlus to perform its obligations under this SOW.

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

12.0 SOW ACCEPTANCE

This SOW # County of Washoe-Infrastructure Assessment-107425 is acceptable. Please sign and return to Heather Mitchell at hmitchell@eplus.com.

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

ePlus Technology, inc.		County of Washoe	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE		TITLE	
DATE		DATE	
		PO#	



Where Technology
Means More®



Washoe County

TECHNOLOGY SERVICES INFRASTRUCTURE ASSESSMENT

RFP# 3170-22

TECHNICAL PROPOSAL

March 14, 2022

Devin Zitta

Account Executive

233 Technology Way, Suite 4

Rocklin, CA 95765

Phone: 916-251-3919

Email: Devin.Zitta@eplus.com



March 14, 2022

KRIS HANSEN
Washoe County Purchasing Division
1001 E. Ninth Street, Building D, Ste. 200,
Reno, NV 89512-2845

Thank you for offering ePlus Technology Services, inc. ("ePlus") the opportunity to respond to your RFP for **TECHNOLOGY SERVICES INFRASTRUCTURE ASSESSMENT (RFP# 3170-22)**. We have reviewed Washoe County's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need.

ePlus is submitting its proposal on the understanding and with the expectation that Washoe County and ePlus Technology, inc. will have the opportunity to work together to enter into a mutually acceptable contract for the products and services described in an agreed upon statement of work.

The experience that ePlus will demonstrate throughout the process will highlight how our strengths and expertise can be applied to your organization to generate positive business results. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Don McLaughlin', written over a horizontal line.

Don McLaughlin
Senior Vice President

Required Language:

Contact: Devin Zitta, Account Executive
233 Technology Way, Suite 4
Rocklin, CA 95765

Phone: 916-251-3919

Email: Devin.Zitta@eplus.com



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ePlus as a Reseller

ePlus is fully committed to holding the discount structure contained in our bid response for the life of the contract but is subject to future potential manufacturer changes in overall pricing models to its resellers. ePlus would require the opportunity to amend its committed discount in order to maintain an equivalent level of margin to be able to continue the supply. ePlus will provide the documentation to support manufacturer modification that supports a change any pricing structure. It is possible that changes can also occur in other manufacturer terms such as changes in warranty terms that are outside of ePlus' control and we reserve the right to modify this schedule from time to time to accommodate these potential changes by providing written notice. If changes of this nature are not something for which you would consider an exception, ePlus would merely require the opportunity to vacate the particular award(s) effected by the manufacturer's changes which are outside of our control.

PROPOSAL VALIDITY PERIOD

This proposal is valid for sixty (60) days from the date of submission (3/14/2022).



Executive Summary

ePlus Technology Services, Inc. would like to express our sincere appreciation for the opportunity to work with you on your upcoming IT objectives. As a national company with a local presence, we are excited to offer a combination of resources and industry strength unmatched in this region. We at ePlus have a general snapshot of your current IT needs at the County of Washoe and feel we are very well aligned technically to provide exceptional value. At ePlus, we are fortunate enough to have a deep technical bench and extensive experience understanding your needs to have a reliable and high performing IT infrastructure, processes and most importantly, a positive end user experience.

The County of Washoe Information Technology organization faces a unique challenge. IT services are asked to deliver business value, regulatory compliance as well as an impactful end user experience. As expectations rise in each of these areas, demands on the IT Services team increase as well. When you add in the expectations of elected officials to innovate, IT Services needs to rely on strong partners to assist. We understand the challenge and we are ready, willing, and able to partner.

ePlus is uniquely positioned to deliver an IT infrastructure assessment needed by the County of Washoe ITS team while being considerate of costs that directly affect the constituents they represent. ePlus and its team members have a history of working with local government entities extending 20+ years demonstrating extensive industry depth of knowledge providing a highly valuable resource to call up on when needed. ePlus will utilize an efficient approach to minimize the total cost and duration of this project maximize the effectiveness of knowledge transfer to the County of Washoe staff, and control project risk factors.

In the following pages you will find detail in support of ePlus' qualifications. The consultants highlighted in this response are just a sample of the talent that is onboard and professionally developed within ePlus. We will readily provide additional company and/or personnel information as needed. We look to further discussing and assisting with the needs of County of Washoe.



2. Project Approach

Proposers project approach shows in depth understanding of the scope of work and innovative solutions to meet the County's requirements, goals, and timelines.

ePlus Response: ePlus has thoroughly reviewed the RFP and we feel we have the plan, we have the experience, and we have the know how to deliver you an outcome that will provide the greatest value to your organization.

ePlus has deliver many projects of this size and scope. Our expert team of engineers and architects have help hundreds of customers modernize their IT infrastructure and operations at many levels. Our approach is to start with a high-level inventory and information gathering followed by a deep technical review of individual technology areas by our SME's to identify current use cases, identify current challenges, and to assess the potential gaps between current state and desired state. We will highlight and make recommendation for short and long-term improvements as well as provide a comprehensive roadmap over the next several years to achieve the optimum outcome possible given your specific circumstances.

Please review the proposal highlights which detail the specific tasks and target areas for this assessment.

3. Project Team

Proposer education, managing skills, capability, and experience. Sufficient explanation of anticipated pertinent strategies.

ePlus Response: ePlus have been delivering enterprise services for greater than 30 years. Our team of expert level engineers and architects have delivered hundreds of enterprise projects and bring a deep understanding of technology and real-world experience that is applied to every project we work on. The ePlus organization has greater than 650+ engineers on our bench each with very specific skillset and capabilities that align very well with the technologies that will be reviewed and analyzed as part of this project. Our team boasts hundreds of industry certifications and many of our engineers have been delivering enterprise consulting services for many years. This level of technical knowledge and experience is applied to everything we do.

We will lead this project with a Senior level project Manager who has delivered hundreds of projects on time and on budget. We will support the PM with a team of experienced engineers and architects with specialties in Enterprise Networking, SDWAN, Security, Server & Storage Technology, & Cloud. Upon execution of this contract and award, we will assign and assemble the project team. At that time, we will provide you with resumes and/or team BIO's upon request. However, please see sampling oif the type of engineers we expect to participate in your project.

Hazzel W

Hazzell is a Senior level Project Manager. She has delivered on 100's of enterprise IT projects on time and on budget and has her Project Manager (PMP) certification. She very thorough with her organizational and documentation skills which would prove valuable for this project.



Eddie V

Eddie has greater than 15 years of industry experience. He brings extensive experience around anything Cisco Networking and Palo Alto Firewalls. He is an expert in Cisco ISE and has an extensive background with network management and security monitoring tools.

Jack W

Jack is a principal architect with greater than 20 year of experience delivering enterprise solutions to customers. He possesses a Cisco CCIE certification and is also certified with both Azure and AWS as a solutions architect. Jacks strengths are with Cloud foundational design, Cloud Security, and connectivity. He will be a valuable asset in the development of the future state roadmap.

Metha C

Metha has greater than 15 years of industry experience. He possess 3 CCIE certification from Cisco and is also an expert with everything networking, both wired and wireless across multiple manufacturers. His extensive WAN / SDWAN experience is of significant value to this project as he is a master of site connectivity and routing protocols.

Kel B

Kel has greater than 20 years of industry experience. He brings extensive Datacenter experience including servers, storage, and backup infrastructure. He is an expert in anything related to backup and business continuity including CommVault. He has helped many customers develop strategies to leverage cloud for backup and DR purposes and has extensive experience automating that process.

Jeremy J

Jeremy is a senior Consultant with greater than 10 years' experience as an A/V engineer. He has designed A/V solutions for rooms of all sizes including court rooms, Emergency operations centers, City Council Chambers, training rooms, and corporate conference rooms of all shapes and sizes.

4. Availability and Capacity

staffing, capability, and current workload of key personnel. Identification of ability to meet timelines established for the project, including an assessment of the proposer's ability to handle the Department's work in view of the proposer's current workload.

ePlus Response: Upon award of this contract, ePlus will assign the engineers team based on experience, skillset, and availability. Due to the nature of enterprise consulting, it is our policy not to assign any engineers to a project until we are under contract on a defined and agreed upon statement of work.

However, we have “primed the pump” and are prepared to get started on this project right away upon award. Our Project Manager will work in very close coordination with Washoe team in developing a detailed project task list along with needed resources from both the Washoe and ePlus teams. With all that said, we are confident we can meet your desired timeline.

5. Past Performance

Proposer last three (3) years). Detailed description of each project listed. Identification of reference name and phone number with each past project. The County reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.



ePlus Response: ePlus has delivered hundreds of projects over the last 3 years. We have selected a few that have similar components and approaches to the project we are proposing. Please find a few project samples below:

Placer County - Network Transformation Assessment

ePlus developed a Network Transformation assessment project to help the customer transform their legacy Network to a more modern design that helps them support more modern-day IT infrastructure and IT applications and workloads. Multi-Site connectivity, emerging cloud requirements and employee work from home requirements all drove this initiative. ePlus worked with the customer to develop technical and business criteria to segment the environment into independent categories/modules/sites. Analyzed one of each category type to gain a reasonable degree of understanding of the environment as a whole. Provided remediation steps to deficiencies requiring immediate attention found during analysis. Correlated current and future business requirements with technical analysis resulting in a prioritized multi-phased IT modernization road map. They achieved the desired outcome of planning a phased future state design while continues to maintain the viable lifecycle of their legacy assets. Cisco Networking technology, SilverPeak SDWAN, and Palo Alto Network Firewalls were all included as part of that future state roadmap.

Contact:

Richard Johnston
IT Supervisor
Information Technology Department
(530) 889-7744 | Email: rjohnston@placer.ca.gov

MLHC – Data Center Transformation Assessment and Design

ePlus worked closely with the MLHC team to perform a Datacenter Transformation assessment. This assessment had the specific goal of accelerating their journey to host 100% of their workloads in the cloud. We developed a foundational design for their cloud tenant with a focus on network segmentation, cloud security, and site connectivity. We performed a detailed discovery of existing workloads, identified requirements for each workload, and mapped those workload to the different cloud choices (IaaS, PaaS, VDI). We developed a detailed roadmap and plan for migration of workloads and implemented SilverPeak SDWAN for each of their locations that will be accessing cloud resources.

Contact:

Jason Thomson, Division Manager
Information Technology Group | MOTHER LODGE HOLDING COMPANY
Ph: 916.677.1032 Email: jthomson@mlhc.com

California Highway Patrol - Security Framework Assessment:

ePlus was engaged to provide an IT security assessment to evaluate the current security competency of the organization. ePlus evaluated the organization against the functions (5), categories (23), and subcategories (108) as defined by the Cybersecurity Framework (CSF) using NIST control guidance to provide a competency score. The assessment results highlighted high competency areas and provided recommendations in areas that needed attention.

Contact: Darrin Marquez
Email: Darrin.J.Marquez@chp.ca.gov



ePlus Company Information

ePlus drives organizations forward with sustainable technology solutions and services that provide more depth, more breadth, and more perspective. We consult with customers to assess their technology and business needs and advise them on the most effective IT strategy and approach for their organization. We then design, implement, and optimize the cloud, security, data center, networking, collaboration, and emerging solutions to enable that strategy. We back those efforts with local support, long-term service, and flexible financing and consumption models, all with the end result of helping customers thrive in the digital economy and multi-cloud world, drive better business outcomes, and stay ahead of the innovation curve. ePlus Technology, inc. is a wholly-owned subsidiary of ePlus inc., which has more than 1,500 associates serving a diverse set of customers in the U.S., Europe, and Asia-Pac. The Company is headquartered at 13595 Dulles Technology Drive, Herndon, VA, 20171, USA. For more information, visit www.eplus.com, call 888-482-1122, or email info@eplus.com.

Financial Overview

Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a public company with annual revenues of \$1.6B and shareholders equity of \$562M as of its most recent fiscal year ending March 31, 2021. Our full financial statements of quarterly and annual audited financials can be viewed at <http://www.eplus.com/investors/financial-reporting/annual-reports> or www.sec.gov.

PLUS
Nasdaq Listed

Locations

National Headquarters

ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Phone: 703-984-8400
Fax: 703-984-8600
www.eplus.com
[List of all ePlus Locations/Offices](#)



Partnerships and Expertise

Our customers benefit from our deep collaborative partnerships with leading technology providers, enabling us to create solutions that connect the dots between IT investments and business outcomes so technology means more, and does more, for them. ePlus maintains deep partnerships with top manufacturers, including Arista, AWS, Check Point, Cisco, Dell Technologies, F5, Fortinet, Gigamon, HP, HPE, Intel, Juniper Networks, Lenovo, Microsoft, NetApp, Nutanix, Nvidia, Palo Alto Networks, Pure Storage, Rubrik, Splunk, and VMware—many who look to us for their own technology needs.

ePlus. Where Technology Means More.®



ePlus Awards and Accolades

2021

Cisco Social Impact Partner of the Year Award for the Americas

CRN® 2021 Solution Provider 500 list

CRN® 2021 Managed Service Provider (MSP) 500 Elite 150

CRN® 2021 Tech Elite 250

Comparably 2021:

- Best Sales Team
- Best Places to Work in Greater Washington DC Area
- Best CEO for Women



2020

CRN® 2020 Solution Provider 500 list

CRN® 2020 Managed Service Provider (MSP) 500 Elite 150

CRN® Tech Elite 250

Checkpoint Americas Cloud Partner of the Year

Cisco Americas Technology Excellence Partner of the Year: Data Center

Cisco Software Partner of the Year, East Region

Cisco Commercial Partner of the Year, East Region

Comparably 2020:

- Best CEO
- Best Work-Life Balance
- Best CEO for Women

Equinix Americas New Partner of the Year

Juniper Networks Americas National Partner of the Year

Juniper Networks Security Partner of the Year

NetApp Public Sector Innovation Award

NetApp Cloud First Partner of the Year

NetAppFlash Growth Partner of the Year

Vertiv 2020 SLED Partner of the Year

Elaine Marion, Public Company CFO of the Year

- 2020 Greater Washington Technology CFO Awards by NVTC



2019

Cisco Partner Summit 2019 Awards U.S. Partner of the Year, and

- Cisco Global Transformation & Innovation Partner of the Year
- Public Sector: SLED Software and Service Partner of the Year
- East: Architectural Excellence Partner of the Year: Enterprise Networks
- Central: Customer Experience Partner of the Year
- West: Architectural Excellence Partner of the Year: Collaboration

Fortinet Fabric Partner of the Year

NetApp Cloud First Partner of the Year

CRN 2019 Solution Provider 500





CRN 2019 Managed Service Provider 500 List – Elite 150
Completes Type 2 SSAE 18 Examination for Managed Services Center and
OneSource Family of Software Products



Advanced Authorizations and Staff Certifications

Strategic alliances with the industry's leading manufacturers keep ePlus engineers and sales professionals at the forefront of technology, enabling them to deliver industry-leading solutions to our clients. With an extensive roster of staff certifications, we also hold the following partnership designations:

Amazon Web Services

- + Advanced Consulting Partner
- + Public Sector Partner
- + Solution Provider Partner
- + Immersion Day Partner
- + AWS Marketplace CPPO Partner
- + Storage Competency
- + Windows on EC2 Delivery Partner



Check Point

- + 4 Star Partner
- + ASCP(EMS) Certified
- + Harmony Specialization



Cisco: Gold Level Partner

Master Specializations

- + Master Data Center and Hybrid Cloud Specialization
- + Master Collaboration Specialization
- + Master Networking Specialization
- + Master Security Specialization



Advanced Specializations

- + Advanced Collaboration Architecture Specialization
- + Advanced Customer Experience Specialization
- + Advanced Data Center Architecture Specialization
- + Advanced Unified Contact Center Enterprise Specialization
- + Advanced SP Architecture Specialization
- + Advanced Security Architecture Specialization
- + Cisco Webex Calling with Calling Plan
- + Cisco Hyperflex Specialization
- + Cisco IoT Specialization
- + Cisco Webex Contact Center Specialization

Dell Technologies: Titanium Solution Provider



Portfolio and Solution Competencies:

- + Core Client
- + Server
- + Storage
- + Networking
- + Data Protection

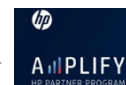
Fortinet



Expert Partner Level

- + SD-WAN Specialization
- + Cloud Business Model Certified
- + Integration Business Model Certified

HP Inc. Amplify Partner Program



Power Partner

Hewlett Packard Enterprise Platinum Level Partner



Hybrid IT (Server/Storage)

- + HPE Partner Ready: Solution Provider – Platinum Partner
- + HPE Partner Ready: Services Partner – Gold

Edge (Aruba/Networking)

- + HPE Partner Ready for Networking: Solution Provider – Platinum Partner
- + Silver Peak Partner Edge Program: Platinum Partner

Intel

- + Intel Partner Alliance Program: Titanium Partner



Juniper Networks

Elite Partner



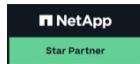
Microsoft



Gold Level Partner

- + Cloud Solutions Provider
- + Gold Application Integration
- + Gold Data Center
- + Gold Cloud Platform
- + Gold Cloud Productivity
- + Gold Windows and Devices

NetApp



Solution Specializations

- + FlexPod Specialized

Implementation Services Certified

- + E-Series
- + HCI
- + ONTAP

Integration Services Certified

- + E-Series
- + ONTAP
- + ONTAP SAN

NetApp Keystone Sell-with

Professional Services Certified

- + ONTAP SAN

Support Services Certified

NUTANIX



Pioneer Level Partner

NVIDIA



Accelerated Partner

Palo Alto



Diamond Innovator Partner Level

SASE Specialization Partner

Pure Storage



Elite Partner

Service Delivery Partner (Managed Service Provider)

VMware



Principal Partner

- + Data Center Master Services Competency
- + Networking Master Services Competency
- + VMware Cloud on AWS Master Services Competency
- + Data Center Virtualization

Transform Networking and Security

- + Empower Digital Workspace

Cloud Management and Automation

- + Cloud Provider
- + Cloud Native

Additional Key Vendors

ARISTA



Gigamon®

Lenovo

netkope

NUTANIX

okta

proofpoint

Qumulo

splunk

tenable

THALES

VARONIS

veeam



The ePlus Difference

ePlus goes above and beyond to deliver the insightful strategies and innovative solutions our customers need to elevate their business. We bring deep expertise that spans the entire IT lifecycle and every critical discipline along with an unwavering commitment to the customer experience, enabling organizations to navigate challenging situations and achieve consistent results, faster. Positioned squarely at the forefront of today's most transformative technologies, **ePlus helps organizations imagine, implement, and achieve more from technology.**

 **CLOUD** - Create customized roadmaps, then design, implement, service, and support organizations on their journey to adopt private, hybrid, and public cloud services. ePlus helps customers address today's multi-cloud requirements surrounding security, compliance, cost optimization, visibility, and connectivity by helping them build and manage a cloud-enabled enterprise foundation.

 **SECURITY** - Deliver custom cybersecurity programs built upon strong culture and integrated technology, aimed at defining and mitigating business risk, identifying business challenges and creating safer environments to achieve positive business outcomes.

 **DATA CENTER** – Design and support all data center needs, including compute, virtualization, hyper converged, storage, and back up and disaster recovery solutions.

 **NETWORKING** - Fully support automation and modernization of the network by optimizing access, connectivity, and security across on-premise, cloud, and hybrid environments, including multi-cloud/SDN, mobility/wireless, SD-WAN, and service provider networking.

 **COLLABORATION** – Foster effective communication—within internal teams and with customers—through voice and video calling, real-time messaging and meetings, video conferencing, and contact center solutions deployed on-premise or in the cloud.

 **SERVICES** - Apply a unique outcomes-focused perspective to help organizations strategize for more agility, architect for better outcomes, accelerate for faster ROI, and optimize for greater resiliency—guiding them to a more modern, secure digital business.

 **FINANCING AND CONSUMPTION MODELS** - Enable technology acquisitions with cost predictability and contract flexibility. Accelerate transformations by aligning costs with demand using custom consumption programs.

ATTACHMENT B: COST PROPOSAL

RFP 3170-22 TECHNOLOGY SERVICES INFRASTRUCTURE ASSESSMENT

INSTRUCTIONS FOR FILLING OUT COST PROPOSAL:

Price for the Technology Services Infrastructure Assessment, inclusive of all costs:

Task	Cost
All inclusive cost of the Proposal offered herein:	\$118,550
Total Proposed Cost, USD	\$118,550

I am authorized to submit this proposal and agree to the terms herein:

ePlus Technology Services, inc.		3/14/2022
Firm Name	Signature	Date