

COUNTY OF NEVADA

PURCHASING DIVISION
 950 MAIDU AVENUE
 NEVADA CITY, CA 95959
 (530) 265-1238 Fax (530) 265-7112



PURCHASE ORDER NO. 50112

PAGE NO. 1

Federal Excise Tax Exemption #94730213K
 Federal Tax ID #94-6000526

VENDOR: 108757 FAX: 703-984-8600
 EPLUS TECHNOLOGY INC
 13595 DULLES TECHNOLOGY DR
 HERNDON VA 20171

SHIP TO: NEVADA COUNTY INFORMATION SYSTEMS
 ERIC ROOD ADMIN. BUILDING 1ST FLOOR
 950 MAIDU AVENUE
 NEVADA CITY, CA. 95959
 ATTN: LANDON BEARD/ALLIE/CAITLIN

ORDER DATE: 09/15/23	BUYER: JUSTIN HOWELL	REQ. NO.: 37597	REQ. DATE: 09/12/23
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: ERP PROJECT MANAGER
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
County Contacts: Caitllin McBride - caitlin.mcbride@nevadacountyca.gov Landon Beard - landon.beard@nevadacountyca.gov Allie de Lima - allie.freitasdelima@nevadacountyca.gov Elise Strickler - elise.strickler@nevadacountyca.gov Vendor Contact: legalnotices@eplus.com					
01	1.00	TL	PROFESSIONAL SERVICES AGREEMENT FOR EPLUS TO PROVIDE AN ERP PROJECT MANAGER TO ASSIST WITH VARIOUS KEY INITIATIVES	49904.1000	49,904.10
02	1.00	TL	BILL TO: ACCOUNTS PAYABLE INFORMATION AND GENERAL SERVICES 950 MAIDU AVENUE NEVADA CITY, CA 95959	.00000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	49,904.10
				TOTAL \$	49,904.10

01	0101110075318000 521520	49,904.10	53102000
02	0101110075318000 521520	.00	53102000

To avoid delays in payment, please note the Ship to and Bill To information above. Invoices are Net 30. Additional terms and conditions are on the reverse. Any attached contract terms and conditions supercede those on the reverse. This order is authorized by the County Purchasing Department.

APPROVED BY

Justin Zalding
 PURCHASING AGENT

ePlus Technology, inc.
www.eplus.com
13595 Dulles Technology Drive, Herndon, VA 20171



Statement of Work

County of Nevada

Staffing - ERP Project Manager

County of Nevada-ERP Project Manager-135977

8/31/2023

Landon Beard

950 Maidu Avenue

Nevada City, CA 95959

530-265-1218

landon.beard@co.nevada.ca.us



This Agreement and Statement of Work (“SOW”) is made this August 31st, 2023 (“Effective Date”) by and between County of Nevada, with its principal office located at 950 Maidu Avenue Nevada City, CA 95959 (“Customer”) and ePlus Technology, inc., a corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business at 13595 Dulles Technology Drive, Herndon, VA 20171 (“ePlus”). ePlus and Customer may also be referred individually as “Party” or collectively as “Parties.” This SOW is governed by the signed master agreement, GSA Schedule Contract Number 47QTCA23D00CZ, for the provision of professional or consulting services by ePlus to Customer (the “Agreement”).

1. PROJECT OVERVIEW AND TASK

Summary of Services: Customer has engaged ePlus to provide the following resource(s) to provide support in various key initiative(s). Customer is asking that ePlus provide staff augmentation to support said initiative(s).

1.1. DEFINITIONS:

Customer Site(s) or Site(s): the physical site(s) designated by the Customer (other than ePlus sites) where the Services may be performed.

Normal Business Hours: the hours of Monday through Friday 8:00am to 5:00pm local time, excluding any Federal and ePlus observed holidays. A list of ePlus observed holidays will be provided upon request.

1.2. DETAILED DESCRIPTION OF STAFFING AND SERVICES REQUIREMENTS:

Purpose: The purpose and major scope of this SOW is to provide the following position or person:

- Customer has engaged ePlus to provide a ERP Project Manager to assist with various key initiatives.

Services: ePlus and/or its subcontractor shall provide staff augmentation services (referred to as the “Services” for purposes of this SOW) through a hybrid schedule at 950 Maidu Ave, Nevada City, CA 95959. Services will include:

- Create and implement processes to facilitate organizational change and regular communications with Customer departments to verify consensus as well as functional use of a new ERP system
- Establish and facilitate governance for decision making throughout project implementation
- Coordinate the acquisition (including RFP management) and use of hardware, software, and related technical products specific to the ERP Project
- Track project budget and timelines to determine resource allocation and verify project costs stay on budget and progress in a way that meets stakeholder business needs
- Build and maintain alignment of budget and funding sources and objectives
- Work with departments and system user groups to implement process improvements identified in the Needs Assessment recommendations within selected ERP system

ePlus will deploy one (1) of the above resource to work under the direction of Customer for a duration of approximately twelve (12) months beginning approximately September 18, 2023. The resource will be based remotely. . The resource is responsible for transportation between home/office and the Site. All additional, approved, travel expenses (mileage, tolls, etc.) will be reimbursed by Customer. When travel exceeds a fifty (50) mile radius from assigned work location all travel time will be billed to Customer. Time sheets and travel expenses must be submitted for approval on a weekly basis.



2. ASSUMPTIONS

The following assumptions together with those detailed elsewhere were made to create this SOW. Should any of these assumptions prove to be incorrect or incomplete then ePlus may modify the price or scope of work.

- Staffing Services shall be performed during Normal Business Hours. Customer may be responsible for any additional labor costs associated with Services performed outside Normal Business Hours which are above and beyond the scope of this SOW.
ePlus shall have a lead-time of up to thirty (30) days from acceptance of Customer's purchase order to begin Services.
ePlus will require a schedule extension of up to thirty (30) days for personnel change requests made by Customer.
Should current resource become unavailable, ePlus will coordinate with Customer on appropriate replacement resource.
Customer is the governing authority of all activities and project directives and retains full responsibility for leadership, review, and approval of actions taken by ePlus in providing staff augmentation in support of Customer.
Services include the implementation of any system dealing with Emergency 911 (E911) Services, including but not limited to phone systems, the Customer is responsible for ensuring its 911 dialing is compliant with all applicable laws, including but not limited to "Kari's Law" and the "Ray Baum Act". ePlus encourages customers to consult with their counsel regarding this matter.

3. PERIOD OF PERFORMANCE

This SOW has a maximum term of twelve (12) months (the "Term"). Any Customer purchase order relevant to this SOW must correspond to the Term of this SOW. In the event that Services are desired beyond the Term, the Parties shall enter into a mutually agreeable, additional SOW for such Services. Either Party may terminate the SOW for any reason upon thirty (30) days prior written notice to the other. Upon any such termination, ePlus will be paid all fees and expenses which have been incurred or earned in connection with performance of Services through the effective date of such termination.

4. PLACE OF PERFORMANCE, PRICING, AND PAYMENT TERMS

PLACE OF PERFORMANCE: Services will be performed remotely.

4.1. PRICING:

Table with 4 columns: DESCRIPTION, RATE, DURATION, AMOUNT. Row 1: ERP Project Manager, \$163.62 per hour, 305 hours, \$49,904.10

The Pricing in this SOW is valid for sixty (60) days from delivery to the Customer.

Normal Business Hours: Unless otherwise specified herein, all tasks under this SOW will be completed during Normal Business Hours. An eight (8) hour daily minimum applies.

Off-hours and Weekend Services: Services delivered during Non-Business Hours, weekend hours, and hours in excess of forty (40) hours per week or eight (8) hours per day will be billed at the overtime rate of \$245.43 per hour. ePlus will charge 1.5 times (or other mutually-agreed upon rate) the normal hourly rate for hours outside of Normal



Business Hours. Fees for any additional Services related to but not defined in this SOW will be performed on a time and materials basis at a rate set forth in a written amendment, as mutually executed by Customer and ePlus.

4.2. **INVOICING:** Invoices will be generated based on timesheets. Timesheets signed by the Customer are deemed as acceptance of the Service hours for billing purposes. Payment is due upon receipt of invoice and will be paid Net 30. Approved weekly timesheets will be invoiced monthly.

4.3. **HIRING SUBCONTRACTORS BY CUSTOMER:** In the event that Customer desires and ePlus agrees, via a written change order signed by both Parties, that Customer may hire a non-ePlus employee (“Candidate”), the following fee structure applies (where “full time billing” is defined as at least forty [40] hours per week):

- if Candidate is hired by Customer within 1-30 days of full time billing, ePlus will invoice the Customer a fee of 20% of the annual salary;
- if Candidate is hired by Customer within 31-90 days of full time billing, ePlus will invoice the Customer a fee of 15% of the annual salary;
- if Candidate is hired by Customer within 91-180 days of full time billing, ePlus will invoice the Customer a fee of 10% of the annual salary;
- if Candidate is hired after 180 days of full time billing, there is no fee.

5. ACCEPTANCE OF SERVICES

Upon ePlus’ completion of the Services performed, ePlus shall notify Customer by providing one of the following forms of acceptance:

- Signed work order or time sheet; or
- Project completion document

Customer has five (5) working days from the completion of the Services, as applicable, to accept the work performed as being complete. Signing of the time sheet, or Customer’s failure to respond to the request for the time sheet approval within the designated five (5) working day period, signifies Customer’s acceptance of the time sheet and that Services have been performed as described. 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.

6. CHANGE MANAGEMENT PROCEDURES

The Parties may modify the period of performance, pricing, or times and places for performance through a mutually agreed written change request (“Change Request”). Otherwise, the Parties shall enter into a separate, mutually agreeable SOW for services outside the scope of this SOW or circumstances not listed in the previous sentence.

7. RESPONSIBILITIES

- Customer is responsible for day to day management of the resource(s). ePlus will not be held responsible for data loss; backups should be performed prior to work starting. All data is the responsibility of the Customer.
- ePlus will not be held liable for software license compliance. Software license compliance is between the Customer and the software company.
- Except as may be expressly stated as a requirement under Section 1.2 above, the Services do not include resolution of software or hardware problems resulting from third party equipment.



STATEMENT OF WORK

County of Nevada

- Customer represents and warrants that it has all right, title, and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions, and releases necessary for ePlus to perform its obligations under this SOW. Customer shall indemnify, defend, and hold ePlus harmless from any claims or liabilities arising out of Customer’s breach of the foregoing.

8. SOW ACCEPTANCE


Each Party hereby acknowledges and confirms that it has read this SOW and accepts and approves the scope of work and terms and conditions. Each Party understands that should additional work be required that by its nature could not have been known or determined at the time this SOW was executed, a mutually agreeable written change order as described in Section 5 above will be required. This SOW must be signed and returned before work can begin.

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

SUBMITTED BY:		ACKNOWLEDGED AND AGREED TO BY:	
ePlus Technology, inc.		County of Nevada	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME		PRINTED NAME	
TITLE		TITLE	
DATE		DATE	9/15/23
		PO#	50112

APPROVED

By Landon Beard at 1:20 pm, Sep 15, 2023


 Desiree Bedling, CPPO, CPPB
 Deputy Purchasing Agent
 9/15/23

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement"), is made this 15th day of September, 2023, by and between

< County of Nevada >, which is incorporated or organized under the laws of < California > and has its principal place of business at < County of Nevada > ("Company"),

and

ePlus Technology, inc., a Virginia corporation with its principal place of business at 13595 Dulles Technology Drive, Herndon, VA 20171 ("ePlus").

Company and ePlus shall be referred to individually as "Party", collectively "Parties."

Purpose. ePlus and Company wish to explore a business possibility of mutual interest and each of the Parties desires to receive confidential information of the other party for mutually beneficial business purposes (the "Purpose"). The Party disclosing Confidential Information (as defined below) is the "Disclosing Party" and the Party receiving Confidential Information is the "Recipient."

1) **Definition.** "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually): (i) that has been marked as confidential; or (ii) whose confidential nature has been made known by Disclosing Party, in writing or orally with specific written notification of such oral disclosure within three (3) days thereafter, to Recipient. In addition to the foregoing, Confidential Information includes any and all data, material or other information regardless of the form or manner of disclosure, which relates to the identity, operations, networks, systems, business, employees, strategies or finances of an ePlus customer.

2)

3) **Exclusions.** Confidential Information does not include information, data or know-how which written records show:

- a) is in the Recipient's possession at the time of disclosure or later becomes lawfully available from a third Party without obligation of confidentiality;
- b) is or becomes part of the public knowledge or literature before or after it has been disclosed to Recipient, not as a result of any action or inaction of Recipient;
- c) has been approved for release by permission from the Disclosing Party;
- d) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or
- e) is independently developed by or for the Recipient without reference to Confidential Information.

4) **Use Limitations.** Recipient agrees not to use the Confidential Information for its own or any other use except for the Purpose and for internal administrative purposes. Recipient shall not use the Confidential Information for purposes of unfair competition. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party. Recipient will not remove Disclosing Party's proprietary markings, including copyright notices, from any section or piece of the Confidential Information, and any and all authorized copies must contain the same proprietary markings, including copyright notices, contained on the Confidential Information provided to Recipient.

5) **Non-Disclosure.** The Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the Purpose and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, Recipient may disclose the Disclosing Party's Confidential Information if in the opinion of its counsel disclosure is required by law; provided, however, that Recipient will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to

such disclosure and that Recipient requests confidential treatment of the disclosed Confidential Information. Recipient agrees that it shall treat the Confidential Information with the same degree of care it accords its own confidential information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information. In addition, the Recipient hereby acknowledges that the Recipient is aware (and, if applicable, that the Recipient's directors, officers, employees and representatives who are apprised of this matter have been advised) that the United States securities laws prohibit any person who has material nonpublic information about a company from purchasing or selling securities of such company. Except to the extent required by law, neither Party shall disclose the existence or subject matter of the Purpose contemplated between the Parties.

6) **Third Party Information.** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

7) **No License.** The Confidential Information shall remain the sole property of the Disclosing Party. No license or other right is granted to Recipient by the disclosure of any information hereunder, nor is any warranty made as to such information.

8) **Return of Confidential Information.** At the earlier of (i) the decision by either Party not to enter into the agreement contemplated by the Purpose, or (ii) a request by the Disclosing Party at any time, or (iii) the expiration or termination of this Agreement between the Disclosing Party and Recipient, the Recipient will turn over to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof. At the Disclosing Party's option, all Confidential Information will either be: (i) promptly returned to the Disclosing Party; or (ii) destroyed by Recipient, except that electronic copies may be maintained in a secure location in accordance with Recipient's standard electronic backup procedures (with Recipient providing written certification of such destruction).

9) **Termination; Survival of Obligations.** This Agreement shall govern all communications between the Parties that are made during the period from the date hereof to the date on which either party receives from the other written notice that subsequent communications shall not be so governed. The obligations of each Party with respect to Confidential Information it has previously received will survive termination or expiration of this Agreement for five (5) years after disclosure of the Confidential Information.

10) **Miscellaneous.**

- (a) **Non-Solicitation.** For a period of two (2) years following the expiration or termination hereof, each Party agrees not to, directly or indirectly, solicit for employment or hire any employee of the other Party (including anyone employed by the other Party within the preceding six (6) months) who became known to the other Party in connection with the Purpose, except that such Party shall not be precluded from hiring any such employee who (i) initiates discussions regarding such employment without any direct or indirect solicitation by it; (ii) responds to any public advertisement placed by it; or (iii) has been terminated by the other Party prior to commencement of employment discussions between it and such employee. Should such a hiring of an employee take place, the non-hiring Party will be entitled to damages and/or compensation directly from the hiring Party in the amount of twenty percent (20%) of the employee's then-current total annual compensation.
- (b) **Remedies.** Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to Recipient in reliance upon this Agreement, and Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by a breach of this Agreement by Recipient or any of its officers, directors, agents, employees, consultants or affiliates. The Recipient acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Recipient or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief, including injunctive relief, in addition to whatever other remedies it might have at law or in equity.
- (c) **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the officers, directors, employees, consultants, attorneys, affiliates and agents of each Party and, upon the request of either Party, the other Party shall cause such of its officers, directors, employees, consultants, attorneys, affiliates and/or agents as requested by the first Party to execute a consent or other instrument acknowledging and binding themselves to the terms of this Agreement.
- (d) **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

- (e) Entire Agreement. This Agreement supersedes all prior discussions and writing and constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- (f) Governing Law/Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to the conflicts of law provisions thereof. Each Party hereby consents to submit to the personal jurisdiction of the federal and state courts of the Commonwealth of Virginia, which shall be the exclusive venue for any such dispute. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties hereto waive all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.
- (g) Modifications/Waivers. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver. Neither party will assign or transfer any rights or obligations under this Agreement (by operation of law, sale of assets, merger, reorganization or otherwise) without the prior written consent of the other party, except that either party shall have the right to assign this Agreement, without prior consent or approval of other party, to the successor to substantially all of the assets and business of such party. This Agreement shall be binding upon the permitted successors and assigns of both parties.
- (h) Independent Relationship. This Agreement shall not be construed as a teaming agreement, joint venture, partnership, fiduciary, or other business relationship. This Agreement shall be construed as to its fair meaning and not strictly for or against either Party.
- (i) Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit in the mail. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ePlus Technology, inc.

Company: County of Nevada

By: _____

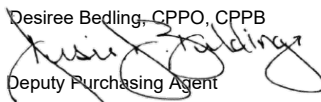
By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Desiree Bedling, CPPO, CPPB

 Deputy Purchasing Agent
 9/15/23