EXHIBIT A

CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH EPLUS TECHNOLOGY, INC.

AGREEMENT NUMBER _____

This "Agreement" is made as of this _____ day of _____, 2018, by and between the City of Santa Rosa, a municipal corporation ("City"), and ePlus Technology, Inc., a Virginia Corporation ("Consultant").

R E C I T A L S

A.   City desires to upgrade its Storage Area Network (SAN), which houses all of the City's data, and obtain annual maintenance for the SAN.

B.   City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C.   Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D.   The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1.   SCOPE OF SERVICES

Consultant agrees to provide to City the hardware, licenses to the software, and provide the services described in Exhibit A ("Scope of Services"). Consultant shall provide these products and services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the Scope of Services or payment therefor, the terms of this Agreement shall control and prevail.

2.   COMPENSATION

a.   City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned

effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two-hundred fifty six thousand, nine-hundred thirty six dollars and ninety three cents ($256,936.93). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number JL 02010-5320 for the implementation, and GL 140703-5320 for the ongoing annual maintenance.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY; LIMITATION OF LIABILITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions

of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

c.   City agrees that Consultant's aggregate liability under this Agreement shall not exceed $1,000,000 (one million dollars). IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE, LOST DATA OR FOR ANY DAMAGES OR SUMS PAID BY CITY TO THIRD PARTIES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

5.   INSURANCE

a.   Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b.   Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c.   Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6.   ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7.   NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative: Consultant Representative:

Kristie Bartlett, IT Ops Manager   Brittani Neff, Account Executive
90 Santa Rosa Ave., 2nd Floor   233 Technology Way, Suite 5
Santa Rosa, CA 95404   Rocklin, CA 95765
Phone: 707-543-3104   Phone: 916-251-3953
kbartlett@srcity.org   brneff@eplus.com

8.   INDEPENDENT CONTRACTOR

a.   It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b.   It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c.   If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax

purposes, for all of Consultant's assigned personnel and subcontractors.

d.   The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9.   ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10.   SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11.   TERM, SUSPENSION, TERMINATION

a.   The term of this Agreement shall commence on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect for three (3) years from the date it is made, unless sooner terminated as provided herein. City and Contractor may, upon mutual written agreement of both parties, extend the term of this Agreement for annual maintenance, for up to two (2) additional two-year terms.

b.   City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c.   City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

d.   Notwithstanding any of the provisions of subsections 11(b) or 11(c), Consultant is a reseller and Consultant is providing maintenance renewal provided by the manufacturer. Consultant cannot enforce any suspension of performance or early termination of prepaid maintenance plans without manufacturer approval and consent. Consultant will work with the manufacturer at the time of

the City's termination request; however, City acknowledges and agrees that Consultant's ability to accept such termination request is dependent upon the manufacturer's prior approval and consent. Once a maintenance plan is purchased it is valid for the term provided.

12.   TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks related to the system upgrade, and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2018. Ongoing annual maintenance shall continue in effect during the term of this Agreement.

13.   STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14.   CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15.   CONFLICT OF INTEREST REQUIREMENTS

a.   **Generally.**   The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b.   **Conflict of Interest Statements.**   The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform

Act and the City's Conflict of Interest Code:
____ yes __x__ no *(check one)*

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

(1)   Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

(2)   Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16.   CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17.   CONSULTANT INFORMATION

a.   City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City. Consultant and City acknowledge that "information" does not include information provided to City under this Agreement by third parties.

b.   Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c.   All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d.   The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18.   MISCELLANEOUS

a.   Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b.   Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c.   Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d.   Discrimination Prohibited. With respect to the provision of services under this

Professional Services Agreement
Form approved by the City Attorney 8-1-15

Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

h. Consultant agrees to pass through the warranties described in Exhibit A to City. Consultant shall also pass through to City any applicable warranties it receives from the manufacturer. CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. This disclaimer does not affect the terms of any applicable manufacturer warranty.

i. City represents and warrants that any products purchased under this Agreement are for City's internal use only and are not for resale or further distribution.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of Virginia, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: ePlus Technology, Inc.

TYPE OF BUSINESS ENTITY *(check one)*:
_____ Individual/Sole Proprietor
_____ Partnership
__x__ Corporation
_____ Limited Liability Company
_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: STEVEN MENCARINI
Title: SENIOR VICE PRESIDENT

By: _____

Print Name: Don McLaughlin
Title: Assistant Secretary

City of Santa Rosa Business Tax Cert. No.

_____n/a_____

Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B - Compensation

CITY OF SANTA ROSA
a Municipal Corporation

By:_____

Print
Name:_____

Title:_____

APPROVED AS TO FORM:

_____
Office of the City Attorney

ATTEST:

_____
City Clerk

Professional Services Agreement
Form approved by the City Attorney 8-1-15

ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS

A. **Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	$ 1 million per occurrence $ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. **Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence**.
2. Business auto coverage	$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	$ 1 million per claim $ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. **Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

Attachment One to Professional Services Agreement
Form approved by the City Attorney 4-14-14

2.   Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

    a.   For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,

    b.   **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy**. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C.   Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D.   Other Insurance Provisions:

1.   No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.

2.   All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

3.   Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above $10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.

4.   Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.

5.   City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment One to Professional Services Agreement
Form approved by the City Attorney 4-14-14

EXHIBIT A – SCOPE OF SERVICES

Solution Architecture

This section identifies the high-level architecture and design of the bidder's proposed solution.

a) Fundamental Requirements

Performance Requirements – Critical Business Applications must meet the following metrics:

- Availability: 99.9% availability from 7am to 9pm, Monday through Saturday. (Less than ten (10) business hours of unscheduled down-time per year during this time frame)

ePlus Response: Tegile arrays are guaranteed to provide higher than 99.999% uptime by the manufacturer. They are designed with active-active controllers, non-disruptive disk additions and replacements, cache, controller, disk enclosure and adapter replacements, and no single point of failure within the array.

- Maximum response time for command level transactions is 1 second

ePlus Response: Tegile arrays support caching of both reads and writes to ensure low-latency transactions. This architecture, coupled with the IntelliFlash Operating Environment microcode, which will intelligently determine optimal caching algorithms, and will allow the fastest possible response time to the host.

- Backup – based on incident response plan for a Ransomware attack,
  - o COSR must be able to do a complete system restore of all its key applications within four (4) business hours or less, reflecting data that is no more than one-hour old from time of attack.

ePlus Response: CommVault is fully functional with Tegile snapshot capability. With this functionality, and the correct configuration of the CommVault software, an hourly snapshot should be taken of each critical data presentation. Any immediate recovery from a critical incident would·be orchestrated through CommVault on the array itself, leading to a restore time much faster than the 4 hour window required.

  - o COSR must be able to do file level restore within 30 minutes to either old or new location on demand.

ePlus Response: Tegile arrays are capable of supporting thousands of snapshots at a time and are perfectly capable of supporting this level of service from CommVault, either direct-from snapshot, or from the CommVault interface.

  - o If COSR experiences a single system failure, COSR must be able to restore a single system within one (1) hour.

ePlus Response: Tegile will allow CommVault to revert to the snapshot taken before the system failure, ensuring the window of restore is met.

- Management – Single management interface to manage compute, storage, backup, restore and failover actions.

ePlus Response: While this requirement was removed from the RFP in the Q and A session, Tegile does have a plugin to VMware that will allow COSR to manage compute and storage functions from a single interface.

- Growth - COSR estimates the following:
    - o 20% growth per year for storage

ePlus Response: The Tegile array being proposed is 130% of the requested capacity, and can be expended up to six times the initial configuration over the coming years to meet any necessary growth requirements.

- Fault tolerance:
    - o If COSR experiences a complete outage at its primary data center, COSR must be able to switch processing to the backup location within four hours.

ePlus Response: As it has been stated that the remote site restoration will be done with CommVault backup software, there is no reason that the Tegile array would not be able to support this from a backup-to-CommVault perspective. As part of ePlus' proposal, the Project Manager overseeing the implementation is also a CommVault Certified Engineer, and can assist COSR with any best-practice or integration questions that may arise.

- o Equipment within the datacenter must also be redundant to minimize the risk of a data center outage.

ePlus Response: Tegile arrays come with highly redundant controllers, fans and power supplies and storage media. All of these components also have hot plug capabilities, which ensures a high level of availability to the customer.

- For key business applications, COSR must meet the following performance metrics:
    - o Drive Read/write times <10ms

ePlus Response: This performance metric is surpassed by the SSDs within the array. The metric is further surpassed by Tegile's use of Cache front-end and performance software.

- Performance Guarantees
    - o Bidder must specify the terms of their performance guarantee.

ePlus Response: Tegile will guarantee meeting the 10ms latency requirement or below, averaged over any one hour period.

b) Architectural Solution
   Bidder will provide an architectural solution overview, including:
   - Identify a high-level architecture to include a description of the solution being proposed, including integration with the existing network and security solution.

ePlus Response: The array proposed is a Tegile HD2080-200 Intelligent High-Density all-flash array including IntelliFlash Software. The IntelliFlash Architecture provides the foundation for reliably storing data on different types of storage media. It also optimizes the use of media within the storage system to boost performance, protect against data corruption, and extend the life of the system's flash drives.
- **Metadata Acceleration** – To optimize the I/O path, IntelliFlash dedicates a portion of the performance layer exclusively to metadata. This includes block pointers, deduplication signatures, compression type, and the like. All of the metadata is organized and aggregated. It then remains in this dedicated, persistent section of the performance layer. This performance-optimization technique stands in stark contrast to traditional storage systems, which intersperse metadata with the rest of the data on the disk. Over time, as data inevitably gets modified, deleted, and rewritten in traditional storage systems, the metadata becomes very fragmented and negatively impacts performance.
- **Dynamic Caching** – Intelligent caching algorithms keep the most frequently accessed data on the fastest media. These caching algorithms are optimized for various I/O patterns and they dynamically

adapt to differing media latencies across multiple levels of cache. The array proactively fetches and populates the read cache with the frequently accessed and hottest data. This all happens dynamically, using intelligent, pre-fetch algorithms — without user intervention. In most cases, the cache-hit ratio is well over 90%.

- **Data Integrity** — To protect against silent data corruption, Tegile arrays perform an end-to-end checksum process to match data blocks as reads and writes happen, automatically fixing corrupt blocks. They also store the checksum and data in separate nodes of the block tree for further protection.
- **Flash Endurance** — IntelliFlash aligns writes to the geometry of the flash media, ensuring even wear leveling and extending the life of the system's flash drives. IntelliFlash is optimized for the underlying geometry of the medium (flash, disk or next generation storage media) to ensure long life, even under high I/O workload. As an example, for Flash Media, data writes are aligned to the native page sizes of flash to avoid fragmented I/O and eliminate unnecessary writes to the media. Additionally, to accommodate for limited write cycles of flash storage, IntelliFlash tracks flash wear and moves data around to ensure uniform wear across flash pages.

- Identify the primary components of the solution and the mechanisms by which they are delivered.

ePlus Response: All hardware components come standard with the array, and will be delivered and installed by ePlus and Tegile. Software updates are available online and installed in non-disruptive fashion.

- Describe any cloud-based deployment options.

ePlus Response: There are no cloud-based deployment options specifically for this solution. Tegile does have cloud deployment on its stated long-term roadmap.

- Provide benchmark data on storage system performance (Not just Input-Output Operations Per Second (IOPS)).

ePlus Response: Tegile maintains a detailed matrix for performance benchmarking, using 4k 100% read, which is the most common published standard, The system can deliver 640,000 IOPS, 9,400 MB/sec at 1 ms of latency. Any other mixture of block size and read/write ratios can also be provided.

- Describe how growth (e.g., scale-out versus scale-up) is accounted for in the overall system design. Identify how much capacity can be added to the existing installation.

ePlus Response: Tegile is currently a scale up enterprise flash storage solution. It can be expanded to seven times, non-disruptively, of the original config. Tegile is adding scale out as part of a future release, components of which will be rolled into the system before then, including the current ability to transparently migrate LUNS between controller pairs, and manage all the array inside and outside of the cluster through a single pane of glass UI.

- Describe how resiliency is accomplished with the proposed solution, and specifically list any additional cost associated with this level of resilience.

ePlus Response: Tegile offers multiple paths to disk for a dual fabric SAN, active-active controllers, non-disruptive upgrade and replacement functions of array components, firmware and disks.

- Provide a brief summary of the key differentiating aspects of their solution versus other vendors, with a focus on how they can better meet COSR's requirements and how they can do this at lower cost.

ePlus Response: Tegile has several differentiating features that would provide immediate value to COSR.

1) Tegile can mix All Flash and Hybrid shelves in the same array to allow for different tiers of storage, LUNS can be manually migrated between those tiers, leading to more flexibility in deployment scenarios

2) Tegile provide multiprotocol data access FC, ISCSI, SMB, NFS leading to more flexibility for deployment options based on application needs.

3) Tegile provides inline compression, inline deduplication and encryption at rest as the default for ALL flash and hybrid pools. This provides superior data reduction and security without the worry of performance impact.

4) Tegile has no add-on software costs, all features and functionality are included in the base price of the array, leading to predictable budgeting and easier access to new features, like scale out.

5) Tegile's maintenance is flat; it will never go up for the life of the array, leading to longer lifespan and lower op-ex.

6) Tegile's sale out will not require a fork lift upgrade or complex migration, it may require additional interfaces for cluster interconnects.

c) Functionality and Capacity Requirements
This section identifies the key features included in the bidder's solution. It must only include products that are generally available and not end-of-life. Any products not generally available (e.g., beta or not yet shipping) at the time of this RFP MUST be explicitly noted. Bidder will identify the following requirements, listed below:
- General Software Requirements

ePlus Response: The Tegile array will function well with common datacenter OS and application software. The Array software itself will come with the array and be updated if necessary by Tegile and ePlus at installation.

- Physical Requirements (A diagram is optional.)

ePlus Response: The array will require 2U of Rack space.

- Environmental Requirements

ePlus Response: Operating Temperature: 50 to 77 degrees Fahrenheit \ Operating relative humidity: 20% to 90% (non-condensing)

- Power requirements (Voltage and phases)

ePlus Response:
Input voltage: single phase 100 – 240V
Input frequency: 50 – 60Hz
Input current: 11 – 4.5 amp
Average Power at 45% load: 495 Watts
Maximum power: 1100 Watts

- Required airflow (front to back, left to right, etc.)

ePlus Response: Front to back.

- Cooling needs

ePlus Response: At Maximum power draw, the unit would generate 3412 BTU/HR. This is unlikely to be a consistent requirement, but for sizing purposes, this translates to .284 Refrigeration tons.

- Vendor-Specific Management Solution(s)
  - o Describe tools supplied to manage the environment

ePlus Response: The Tegile array comes with the following:
- A web-based management user interface
- IntelliCare cloud monitoring and analytics
- Command Line Interface
- RESTful API
- VMware vCenter Plugin
- Microsoft System Center Virtual Machine Manager Plugin
- Cisco UCS Director Plugin

  - o Briefly describe the capabilities of the dedicated, stand-alone management system, including the major functions provided

ePlus Response: Some of the auto-configuration examples in the management interface are as follows:
- Pool provisioning
- Project and LUN/Share creation with appropriate templates
- Network configuration
- High-availability
- Snapshot & clone creation with pre-configured snapshot schedules
- User roles
- Protocol configuration

  - o Does the management solution support strong security features including, but not limited to, password attribute customization and authentication logging?

ePlus Response: Yes

  - o Describe any optional management tools recommended to specifically enhance operations and the ability to manage the proposed solution

ePlus Response: As COSR moves to a cloud-based DR solution over time, ePlus would recommend examining Zerto Replication systems as a method for maximizing availability while minimizing ongoing cloud hosting fees. For the purposes of this RFP, however, all management tools necessary for the function of the SAN are included in the bid.

  - o Describe any differentiating or highly innovative management features of the proposed solution

ePlus Response: The IntelliFlash pool usage report helps you to analyze the space consumption, available free space, number of projects (applications) in a pool, and space saving achieved with deduplication, compression, and thin provisioning. You can select to view reports for all pools in a Tegile array or a single pool.

The Analytics page of Tegile IntelliFlash GUI provides detailed charts/reports to identify the problem area be it on Disk, Network, physical connectivity and so on.

IntelliFlash also includes an opt-in feature that allows Tegile arrays to send capacity, performance, and health-related statistics and notifications to Tegile's cloud-based, analytics portal. The IntelliCare cloud

portal uses this data to allow you to quickly and easily monitor the health, performance, and usage of all your Tegile arrays from anywhere. The portal also provides trend analysis for storage consumption for pro-active capacity planning. A separate portal presents analytics to Tegile Customer Support for pro-active customer care.

d) Warranty Requirements

Bidder must specify specifically what is covered by their warranty and the associated warranty periods for all solution hardware, as well as the software associated with running the proposed systems and applications.

ePlus Response: Every Tegile array and expansion shelf comes with a 90-day limited warranty. The warranty includes:

- 24x7 support via phone and email
- Next business day hardware replacement for defective parts
- Software updates

e) Maintenance Requirements

The bidder must quote maintenance on a contractual basis — indicating the annual fixed maintenance rate after warranty expiration, including the price for years two and three. The quotes for system maintenance options must include:

- Hardware support, including part replacement.
- Software support that entails new releases (including new features and/or bugs/vulnerability remediation).
- General technical support/assistance with operational and maintenance activities.
- Advanced technical support for programmatic or highly customized configurations in support of specific services.
- The city is requiring a 24x7 365 support model with 4 hour response.

ePlus Response: Pricing is provided under separate cover and sealed separately as dictated by the terms of this RFP.

f) Training

Providers must describe what training of Santa Rosa City staff is required or recommended to use the provider's solution and services. The successful bidder will be required to provide online or on-site training and train-the-trainer sessions to users and system management communities. If training costs are not included as part of the system pricing response, then the bidder must provide those costs along with a detailed training schedule. The schedule must denote class sizes and length of a typical training session. The bidder shall also provide pricing for alternative modes of training delivery, if available.

ePlus Response: Included in the response is an on-site training class for two days for up to eight employees. This class will cover the fundamentals of Tegile management, including provisioning, application integration, analytics and troubleshooting.

g) Documentation

Providers must include in their bid a description of the system documentation they will provide. The successful bidder will be required to provide an as-built documentation of the system. If documentation costs are not included as part of the system pricing response, then the bidder must provide those costs along with a detailed documentation development schedule.

ePlus Response: ePlus prides itself on delivering quality documentation for all as-built implementations. This response includes such documentation, along with a knowledge transfer workshop to review this documentation.

Implementation and Professional Services

This section must include a detailed explanation of any professional services that are provided as part of the RFP response. The bidder must describe how it will manage the transition from current state to target state, including migration/implementation plans and handoff, clearly identifying who will provide the necessary resources and who will pay for them.

Bidder must provide an implementation plan that includes:
- A description of how the solution proposed will be configured and customized for the Santa Rosa City environment.

ePlus Response: A pre-deployment workshop will be held with COSR management, technical SMEs and ePlus representatives to gather existing environmental documentation. During this workshop, the Technical Project Manager from ePlus will evaluate the existing solution against the technical integrations required for implementation. If necessary, the Technical Project Manager will bring in Vendor or other ePlus experts to consult on the integration of the new array.

- Project stages and milestones. Specific recommendations for milestones include:
  - Hardware and software installation
  - Testing in lab environments
  - Deployment into production environments

ePlus Response:
- Pre-deployment workshop
- Verification of installation prerequisites
- Hardware installation (milestone)
- Software configuration
- Presentation to testing environments
- Testing of throughput and data migration method (milestone)
- Troubleshooting (if necessary)
- On-site training class
- Presentation into production environment (milestone)
- As-built documentation
- Wrap-up presentation
- Project close (milestone)

- Resources required.

ePlus Response: ePlus recommends a lead technical representative be assigned to the project from COSR to follow the implementation from start to finish. In addition to the on-site classes, this learning opportunity is invaluable and will allow the technical lead to be the on-site expert with the product. Other personnel required for testing, giving input, and verifying success will be necessary.

- Responsibilities of each of the parties.

ePlus Response: ePlus will manage vendor relations with Tegile, manage the project from shipping to final documentation, and provide support for CommVault integration. COSR will be responsible for all physical datacenter space and environmental requirements, as well as the overall management and availability of the personnel assigned to the project. In cases where ePlus requires access to physical or virtual environments for the purposes of completing the work, COSR must allow such access or provide an adequate workaround.

- Sources and skills required of the program and/or project manager(s).

ePlus Response: ePlus will provide a project manager to oversee the technical aspects and timeline of the integration. COSR should assign a person to oversee the testing, acceptance and signoff of the project

- Sources and skills required of other resources and who will pay for them.

ePlus Response: ePlus has partnered with Tegile in this RFP bid, and will be responsible for those engineers necessary for any escalation from the vendor side. Site-specific knowledge of COSR personnel will be necessary in the course of this project, and it is assumed that those personnel will be available for the agreed-on tasks.

- Communication processes for reporting the project's progress.

ePlus Response: ePlus will develop a communication plan during the pre-deployment workshop that both COSR and ePlus agree to. This plan will be maintained throughout the project. Typically, our customers prefer a status meeting twice a week, and daily status emails.

System Pricing and Licensing

Bidder will be required to provide copies of the software licensing associated with items proposed.
ePlus Response: Pricing is provided under separate cover and sealed separately as dictated by the terms of this RFP.

Exhibit "B"
Fee Proposal

Description	Cost
Hardware	$ 166,250.80
Software Included in HD280-200	$ 0.00
Licensing Included in HD280-200	$ 0.00
Maintenance 3yrs	$ $41,472
Training	$ 0.00
Professional Services (includes design)	$ 22,370
Implementation Services (include composition of costs)	$ 5,625
Project management costs (include composition of costs)	$ 3,440
Documentation	$ 3,440
Delivery/Shipping costs	$ 0.00
Applicable Taxes	$ 14,339.13
Optional capabilities	$ N/A
• For each component, ○ Part number ○ Item description ○ List price ○ Discount percentage ○ Discount amount based on list price ○ Net unit price ○ Quantity ○ Total net price	See Below

Included pricing for 3 years Maintenance. Ongoing yearly maintenance from Tegile is $13,824.00.

Item #	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
1	1	HD2080-200	Tegile IntelliFlash HD2080-200 High Density All-Flash Array (Dual Active/Active Controllers: 4 * Intel Xeon CPUs; 464 GB Memory; 184TB SSD in 2U) w/ IntelliFlash OS Software License, which includes: Intelligent Caching, Block and File protocols, Inline Deduplication and Compression, Space Efficient Snapshots and Clones, WAN Optimized Replication, Data Encryption	$320,000.00	49.50%	$161,600.00	$161,600.00
2	4	CARD-10G-E-2-BT-T4	Dual Port 10Gbps Ethernet BaseT NIC	$1,661.00	30.00%	$1,162.70	$4,650.80
3	1	HD2080-200-3YR 4HR	Tegile 3-Year Premier Proactive Support for HD2080-200 (Onsite parts, 7 * 24 call support, 4 hour onsite parts replacement, health checks, reviews)	$46,080.00	10.00%	$41,472.00	$41,472.00
4	1	EDU-ILT-ADM-ON	Tegile Introduction and Administration 2-day Instructor Led Training at the customer location for up to 8 attendees	$4,000.00	100.00%	$0.00	$0.00
5	1	PROSERV-ADV	Advanced Onsite Professional Services	$6,250.00	10.00%	$5,625.00	$5,625.00
6	1		Professional (Services Includes Design)			$22,370.00	$22,370.00
7	1		Project Management Cost (includes composition of cost)			$3,440.00	$3,440.00
8	1		Documentation			$3,440.00	$3,440.00

"The GSPD 401IT – General Provisions – Information Technology Statement of Work terms apply to all orders and supersede the corresponding Sections of the GSPD401T terms. Authorized purchasers issuance of purchase order(s) is deemed acceptance of these Statement of Work Terms."

Tegile
Payment Schedule
Year 1 Orders $229,258.93
Year 2 Payment $13,824 Premier Proactive Support for HD2080-200
Year 3 Payment $13,824 Premier Proactive Support for HD2080-200

Subtotal	$242,397.80
Est. Tax (8.625%)	$14,339.13
Freight	$0.00
Total	$256,936.93