

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DASHER TECHNOLOGIES, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Dasher Technologies, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 1, 2020 and terminate on June 30, 2025.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "COMPENSATION." The maximum compensation of this Agreement is **Seven Hundred Ninety-Seven Thousand Six Hundred Seventy-Seven Dollars and Ten Cents (\$797,677.10)** subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not

be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail gdougherty@santaclaraca.gov,
svpcontracts@santaclaraca.gov and manager@santaclaraca.gov

And to Contractor addressed as follows:

Dasher Technologies, Inc.
675 Campbell Technology Parkway, Suite 100
Campbell, CA 95008
and by e-mail at teamarmstrong@dasher.com and
michael.cook@dasher.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

DASHER TECHNOLOGIES, INC.
a California corporation

Dated: 01/29/2020

By (Signature): Michael J. Cook
Name: Michael Cook

Title: CFO

Principal Place of Business Address: 675 Campbell Technology Parkway, Suite 100
Campbell, CA 95008

Email Address: michael.cook@dasher.com

Telephone: (408) 409-2849

Fax: _____

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services defines the principal tasks and responsibilities of Contractor and the City of Santa Clara (hereinafter “City”) for the replacement of the IBM Blade Center with Hewlett Packard Enterprise Synergy Solution.

1. PROJECT DESCRIPTION

- 1.1.** The City of Santa Clara’s Electric Utility, Silicon Valley Power (SVP) has IBM Blade Centers that are at end-of-life and require replacement. The IBM Blade Centers are located at the following two locations:

- 1.1.1.** Primary location at 881 Martin Avenue, Santa Clara, CA 95050 (1601A)

- 1.1.2.** Secondary location at 1705 Martin Avenue, Santa Clara, CA 95050 (1601B)

- 1.2.** Under this agreement, Contractor shall provide a turnkey solution to replace the IBM Blade Centers with Hewlett Packard Enterprise (HPE) Synergy Solution (System) at both locations specified above. Contractor shall be responsible for the provision of all hardware, software, and services to design, implement, maintain, and support the System.

2. DOCUMENTS

- 2.1.** This Exhibit contains the following Appendices:

- 2.1.1.** Appendix A-1: Project Cost Breakdown

- 2.1.2.** Appendix A-2: Preliminary Project Schedule

- 2.1.3.** Appendix A-3: Final System Acceptance Certificate

- 2.2.** To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City’s RFP 19-20-08 (including subsequent updates), Contractor’s proposal response dated October 4, 2019 and Contractor’s oral demonstration materials dated November 29, 2019 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

3. PHASE OF IMPLEMENTATION

- 3.1.** Contractor shall implement the System in accordance with the phasing plan set forth herein.

- 3.2.** Contractor shall complete the implementation as currently scoped within three (3) months from the date of the execution of this Agreement, assuming all

technical prerequisites have been met, such as the upgrade of the core network from 1G to 10G and assuming a typical hardware delivery lead-time of two to three weeks from the execution of this Agreement. Agreed upon changes in scope may impact the completion schedule.

- 3.3.** The schedule of performance may, at the sole discretion of the City, be extended by written approval from the City.

4. PHASE 1 – PLANNING

4.1. Project Kick-off Meeting

- 4.1.1.** Contractor shall conduct an on-site project kick-off meeting with the project team to:

- 4.1.1.1.** Introduce project team members, including project roles and responsibilities.
- 4.1.1.2.** Provide a high-level review of the System.
- 4.1.1.3.** Deliver a preliminary Project Implementation Schedule in a critical path format so that the timelines and milestones can be clearly identified and measured. The City prefers that the schedule is presented utilizing a RACI matrix.
- 4.1.1.4.** Define processes for tracking project status.
- 4.1.1.5.** Define change control procedures.
- 4.1.1.6.** Discuss and define the deliverable review and final system acceptance processes.
- 4.1.1.7.** Determine the format and protocol for periodic, ongoing meetings, reports, and communications.
- 4.1.1.8.** Review escalation management process, including lines of communication, reporting relationships, etc.
- 4.1.1.9.** Identify high-risk or problem areas and discuss resolution process.

4.2. System Discovery and Investigation

- 4.2.1.** Contractor shall conduct meetings as required to gather requirements and draft a Design Plan that shall:
- 4.2.1.1.** Identify and provide resolution for all critical technical infrastructure.

- 4.2.1.2.** Update the risk register based on all new known risks from the discovery and investigation.
- 4.2.1.3.** Identify all the required hardware/parts and notify the City if there are additional parts required that are not listed on Appendix A-1.
- 4.2.1.4.** Identify any City responsibilities.
- 4.2.1.5.** Finalize the Preliminary Project Schedule as shown on Appendix A-2.

4.3. Final Design Plan

- 4.3.1.** Contractor shall submit the Final Design Plan to City for review and approval prior to starting installation services.

5. PHASE 2 - IMPLEMENTATION

5.1. General

- 5.1.1.** During this phase, Contractor shall perform and lead all installation services for the System in accordance with the approved Design Plan. Contractor shall assume that this solution is turnkey with the exception of the server creation and configuration by the City.
- 5.1.2.** City will provide staff to accompany Contractor at both primary and secondary locations. In addition, City will provide a server and network administrator to assist Contractor during implementation.
- 5.1.3.** City will be responsible for installing the appropriate Windows OS for Hyper-V and create server profiles and Hyper-V cluster.
- 5.1.4.** City will upgrade the current core switch from 1G copper to 10G by the time the Contractor implementation services start. Because this is a requirement that needs to be completed prior to Contractor starting work, the City will communicate the upgrade completion timeline to Contractor.

5.2. Implementation Services - Contractor responsibilities shall include but not limited to:

5.2.1. Hardware Installation

- 5.2.1.1.** Install the Synergy chassis in the specified rack location.
- 5.2.1.2.** Install all power and network cables.

- 5.2.1.3.** Make all required connections from the Synergy chassis to the FC fabric switch and ensure the correct connections from the FC fabric switch are made to the existing 3PAR SAN.

5.2.2. Firmware / Management Software Installation

- 5.2.2.1.** Ensure that the newest stable version of the Synergy chassis firmware is installed.

- 5.2.2.2.** Install and setup the Synergy management software including all software dependencies, licenses and configurations. City will provide any internal information as needed to complete installation.

- 5.2.2.3.** Verify Synergy chassis connectivity to 3PAR SAN.

6. PHASE 3 - VERIFICATION TESTING

- 6.1.** Contractor shall prepare a test plan to verify the functional performance of the System.
- 6.2.** Contractor and City shall jointly verify the system in accordance with the test plan to validate the System. City will provide a staff member who has login rights to accompany Contractor at both locations.
- 6.3.** Contractor shall provide guidance to the City during the completion of the test plan to ensure that it is done in accordance with documentation and training provided by Contractor.
- 6.4.** Following testing, City and Contractor shall prepare a punch list of items required to properly complete configuration and implementation of the System.
- 6.5.** Punch list items shall be completed by the respective party according to a mutually agreed upon schedule.
- 6.6.** Following completion of all punch list items, the City will perform its user acceptance tests (UAT) for a period of three (3) weeks. During the UAT, Contractor shall be available for support with a four (4) business hours response time Monday – Friday from 8 a.m. to 5 p.m. Pacific Standard Time,

7. PHASE 4 –KNOWLEDGE TRANSFER, TRAINING, AND DOCUMENTATION

7.1. Knowledge Transfer

- 7.1.1.** During system implementation, Contractor shall transfer knowledge to City to allow staff to carry out their day-to-day activities in operating and maintaining the System. Contractor shall be available to answer any questions related to the System.

7.2. Training

7.2.1. Contractor shall provide at least sixteen (16) hours of training to City. The training shall cover the following topics:

7.2.1.1. Administrative functions and features

7.2.1.2. Configuration and management

7.2.1.3. Monitoring and alerts

7.2.1.4. Backup and restore, disaster recovery

7.2.1.5. System best practices for maintenance

7.3. Documentation

7.3.1. Contractor shall provide documentation of the System such that the City will be able to fully support the System in the future. Contractor shall provide industry standard documents such as user manuals, installation manuals, product information sheets, and user guides.

7.3.2. Contractor shall provide City with the final project documentation.

7.3.3. Contractor shall provide City copies of the HPE license and support agreements as applicable.

8. FINAL SYSTEM ACCEPTANCE

8.1. The parties will execute a Final System Acceptance Certificate as shown on Appendix A-3 to memorialize system acceptance upon completion of Phases 1-4 above.

9. WARRANTY

9.1. For a period of one year following Final System Acceptance ("Warranty Period"), Contractor shall warrant that the System will perform and operate in accordance with the functional requirements and specifications set forth herein and in Contractor's proposal. All-inclusive costs (parts, labor, repairs, Contractor travel time, Contractor expenses, etc.) covered by the warranty and incurred during the Warranty Period shall be provided without additional cost to the City.

9.2. Contractor shall pass through to City any manufacturers' warranties which Contractor receives on the System and, at City's request, Contractor shall enforce such warranties on City's behalf.

10.HPE SUPPORT AND MAINTENANCE

- 10.1.** As an HPE Authorized Service Partner, Contractor shall purchase on behalf of the City the HPE 5-Year Proactive Care 6-Hour Call-Repair Service. City shall prepay the amount as set forth in Exhibit B. Upon payment, Contractor shall provide City with a certificate of the service contract. The effective date of the service contract will be from the date of shipment of the HPE hardware/equipment.
- 10.2.** In the event that HPE is unable to respond to a service request within the required response time, Contractor shall be available Monday through Friday during standard business hours (8:00 a.m. to 5:00 p.m.) to escalate service requests to HPE, made by the City for support at no additional cost.

11.COMPENSATION

- 11.1.** Contractor shall provide all hardware, software, materials, labor, and support as specified herein on a firm fixed cost basis as set forth in Appendix A-1.

12.ADDITIONAL PRODUCTS AND SERVICES

- 12.1.** Unless otherwise included in Appendix A-1, any additional products and services required to fully implement, maintain and support the System shall be at additional cost.
- 12.2.** Upon the request of the City, Contractor shall provide additional products and services throughout the duration of this Agreement in order for the City to effectively operate and maintain the System.

APPENDIX A-1

PROJECT COST BREAKDOWN

Line	QTY	Product	Description	Unit Sell	Ext Sell
100	1	881 Martin Ave - HPE Synergy 12000 CTO Frame		\$315,801.61	\$315,801.61
110	1	HPE 42U 600mmx1200mm G2 Kitted Advanced Shock Rack and APC PDU's		\$2,437.93	\$2,437.93
120	1	P9K10A	HPE 42U 600mmx1200mm G2 Kitted Advanced Shock Rack	\$1,173.61	\$1,173.61
130	2	AP8841	APC RACK PDU 2G, METERED, ZEROU, 30A, 200/208V, (36) C13 & (6) C19	\$632.16	\$1,264.32
140	2	HPE Synergy 12000 - 1x Frame Link Module, 10x Fans, 6x 2650W PSUs, 4x Lift Handles		\$7,849.97	\$15,699.94
150	2	797740-B21	HPE Synergy 12000 Configure-to-order Frame with 1x Frame Link Module 10x Fans	\$3,763.89	\$7,527.78
160	2	798096-B21	HPE 6x 2650W Performance Hot Plug Titanium Plus FIO Power Supply Kit	\$1,852.70	\$3,705.40
170	2	804938-B21	HPE Synergy Frame Rack Rail Kit	\$86.29	\$172.58
180	2	804353-B21	HPE Synergy Composer	\$1,447.29	\$2,894.58
190	2	804942-B21	HPE Synergy Frame Link Module	\$628.38	\$1,256.76
200	2	804943-B21	HPE Synergy Frame 4x Lift Handles	\$63.13	\$126.26
210	2	861412-B21	HPE Synergy Frame Link Module CAT6A 1.2m Cable	\$8.29	\$16.58
220	24	HPE Synergy 480 Gen10 CTO Compute Module - 2x Intel Xeon-G 5218 (2.3GHz/16-core), 384GB RAM (12x32GB), 2x 480GB SATA SSDs, 10/20/25Gb Con Network Adapter		\$6,978.14	\$167,475.36
230	24	871940-B21	HPE Synergy 480 Gen10 Configure-to-order Compute Module	\$1,462.36	\$35,096.64
240	24	P07342-L21	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) FIO Processor Kit	\$1,169.30	\$28,063.20
250	24	P07342-B21	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) Processor Kit	\$1,169.30	\$28,063.20
260	288	P00924-B21	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	\$208.83	\$60,143.04
270	48	P18422-B21	HPE 480GB SATA 6G Read Intensive SFF (2.5in) SC 3yr Wty Multi Vendor SSD	\$84.82	\$4,071.36
280	24	823852-B21	HPE Smart Array E208i-c SR Gen10 (8 Internal Lanes/No Cache) 12G SAS Modular Controller	\$62.01	\$1,488.24
290	24	876449-B21	HPE Synergy 4820C 10/20/25Gb Converged Network Adapter	\$439.57	\$10,549.68
300	2	HPE Virtual Connect SE 100Gb F32 Module		\$21,269.67	\$42,539.34
310	2	867796-B21	HPE Virtual Connect SE 100Gb F32 Module for Synergy	\$11,638.08	\$23,276.16
320	4	882251-B21	HPE SY 100GE/4x25GE/4x32GFC QSFP28 XCVR	\$2,504.77	\$10,019.08
330	2	R3P67AAE	HPE Synergy 32Gb Fibre Channel Upgrade E-LTU	\$1,837.08	\$3,674.16
340	2	K2Q46A	HPE Multi Fiber Push On to 4 x Lucent Connector 5m Cable	\$477.91	\$955.82
350	2	K2Q47A	HPE Multi Fiber Push On to 4 x Lucent Connector 15m Cable	\$1,247.68	\$2,495.36

Line	QTY	Product	Description	Unit Sell	Ext Sell
360	2	845406-B21	HPE 100Gb QSFP28 to QSFP28 3m Direct Attach Copper Cable	\$570.56	\$1,141.12
370	4	876680-B21	HPE SY 300Gb Interconnect Link 2.1m DAC	\$244.41	\$977.64
380	2	HPE Synergy 50Gb Interconnect Link Module		\$6,063.76	\$12,127.52
390	2	867793-B21	HPE Synergy 50Gb Interconnect Link Module	\$6,063.76	\$12,127.52

400	2	881 Martin - Support - HPE 5Y Proactive Care Call-to-Repair 6 Hour Service		\$37,760.76	\$75,521.52
410	2	H1K94A5	HPE 5Y Proactive Care Call-to-Repair 6 Hour Service	\$0.00	\$0.00
420	2	H1K94A5#WJP	HPE Synergy Composer Supp	\$311.40	\$622.80
430	24	H1K94A5#W4A	HPE SY480 Gen10 Support	\$2,719.80	\$65,275.20
440	2	H1K94A5#WJN	HPE Synergy 1200 Frame Supp	\$1,842.12	\$3,684.24
450	2	H1K94A5#Z1R	HPE Synergy VC SE 100Gb F32 Module Supp	\$1,996.20	\$3,992.40
460	2	H1K94A5#Z1S	HPE Synergy 50Gb IC Link Module Support	\$973.44	\$1,946.88

470	1	1705 Martin Ave - HPE Synergy 12000 CTO Frame		\$318,454.77	\$318,454.77
480	1	HPE 42U 600mmx1200mm G2 Kitted Advanced Shock Rack and APC PDU's		\$5,091.09	\$5,091.09
490	1	P9K10A	HPE 42U 600mmx1200mm G2 Kitted Advanced Shock Rack	\$1,173.61	\$1,173.61
500	4	AP8959NA3	APC by Schneider Electric Switched Rack AP8959NA3 24-Outlets PDU - Switched - 3 x IEC 60320 C19, 21 x IEC 60320 C13 - 230 V AC - Rack Mount L6-20P 0U 21XC13 3XC19 9.84FT CORD	\$979.37	\$3,917.48
510	2	HPE Synergy 12000 - 1x Frame Link Module, 10x Fans, 6x 2650W PSUs, 4x Lift Handles		\$7,849.97	\$15,699.94
520	2	797740-B21	HPE Synergy 12000 Configure-to-order Frame with 1x Frame Link Module 10x Fans	\$3,763.89	\$7,527.78
530	2	798096-B21	HPE 6x 2650W Performance Hot Plug Titanium Plus FIO Power Supply Kit	\$1,852.70	\$3,705.40
540	2	804938-B21	HPE Synergy Frame Rack Rail Kit	\$86.29	\$172.58
550	2	804353-B21	HPE Synergy Composer	\$1,447.29	\$2,894.58
560	2	804942-B21	HPE Synergy Frame Link Module	\$628.38	\$1,256.76
570	2	804943-B21	HPE Synergy Frame 4x Lift Handles	\$63.13	\$126.26
580	2	861412-B21	HPE Synergy Frame Link Module CAT6A 1.2m Cable	\$8.29	\$16.58
590	24	HPE Synergy 480 Gen10 CTO Compute Module - 2x Intel Xeon-G 5218 (2.3GHz/16-core), 384GB RAM (12x32GB), 2x 480GB SATA SSDs, 10/20/25Gb Con Network Adapter		\$6,978.14	\$167,475.36
600	24	871940-B21	HPE Synergy 480 Gen10 Configure-to-order Compute Module	\$1,462.36	\$35,096.64
610	24	P07342-L21	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) FIO Processor Kit	\$1,169.30	\$28,063.20
620	24	P07342-B21	HPE Synergy 480/660 Gen10 Intel Xeon-Gold 5218 (2.3GHz/16-core/125W) Processor Kit	\$1,169.30	\$28,063.20
630	288	P00924-B21	HPE 32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	\$208.83	\$60,143.04

Line	QTY	Product	Description	Unit Sell	Ext Sell
640	48	P18422-B21	HPE 480GB SATA 6G Read Intensive SFF (2.5in) SC 3yr Wty Multi Vendor SSD	\$84.82	\$4,071.36
650	24	823852-B21	HPE Smart Array E208i-c SR Gen10 (8 Internal Lanes/No Cache) 12G SAS Modular Controller	\$62.01	\$1,488.24
660	24	876449-B21	HPE Synergy 4820C 10/20/25Gb Converged Network Adapter	\$439.57	\$10,549.68
670	2	HPE Virtual Connect SE 100Gb F32 Module		\$21,269.67	\$42,539.34
680	2	867796-B21	HPE Virtual Connect SE 100Gb F32 Module for Synergy	\$11,638.08	\$23,276.16
690	4	882251-B21	HPE SY 100GE/4x25GE/4x32GFC QSFP28 XCVR	\$2,504.77	\$10,019.08
700	2	R3P67AAE	HPE Synergy 32Gb Fibre Channel Upgrade E-LTU	\$1,837.08	\$3,674.16
710	2	K2Q46A	HPE Multi Fiber Push On to 4 x Lucent Connector 5m Cable	\$477.91	\$955.82
720	2	K2Q47A	HPE Multi Fiber Push On to 4 x Lucent Connector 15m Cable	\$1,247.68	\$2,495.36
730	2	845406-B21	HPE 100Gb QSFP28 to QSFP28 3m Direct Attach Copper Cable	\$570.56	\$1,141.12
740	4	876680-B21	HPE SY 300Gb Interconnect Link 2.1m DAC	\$244.41	\$977.64
750	2	HPE Synergy 50Gb Interconnect Link Module		\$6,063.76	\$12,127.52
760	2	867793-B21	HPE Synergy 50Gb Interconnect Link Module	\$6,063.76	\$12,127.52
770	2	1705 Martin - Support - HPE 5Y Proactive Care Call-to-Repair 6 Hour Service		\$37,760.76	\$75,521.52
780	2	H1K94A5	HPE 5Y Proactive Care Call-to-Repair 6 Hour Service	\$0.00	\$0.00
790	2	H1K94A5#WJP	HPE Synergy Composer Supp	\$311.40	\$622.80
800	24	H1K94A5#W4A	HPE SY480 Gen10 Support	\$2,719.80	\$65,275.20
810	2	H1K94A5#WJN	HPE Synergy 1200 Frame Supp	\$1,842.12	\$3,684.24
820	2	H1K94A5#Z1R	HPE Synergy VC SE 100Gb F32 Module Supp	\$1,996.20	\$3,992.40
830	2	H1K94A5#Z1S	HPE Synergy 50Gb IC Link Module Support	\$973.44	\$1,946.88
840	1	Combined Locations - Professional Services		\$17,000.00	\$17,000.00
850	1	DT-SOW-PROSERV	Fixed Priced Professional Services	\$13,080.00	\$13,080.00
860	1	DT-SOW-DOC	Statement of Work document	\$0.00	\$0.00
870	16	DT-TRAINING	Training and Knowledge Transfer	\$245.00	\$3,920.00

Hardware Total	\$483,213.34
5-Year Support	\$151,043.04
Professional Services	\$17,000.00
Freight (FOB Destination)	\$2,931.52
Total (before taxes)	\$654,187.90
Estimated Taxes (9%)	\$43,489.20
Project Total	\$697,677.10

APPENDIX A-2
PRELIMINARY PROJECT SCHEDULE

The project schedule will proceed in accordance with this Preliminary Project Schedule set forth on the following page, except as may be modified into a Final Project Schedule that is approved by the City. The Final Project Schedule, as mutually agreed upon, will become the governing project schedule incorporated into the Agreement.

Task Name	Start	Finish
Project Kick-off Meeting/ Final Design Plan	3/1/20	3/3/20
Implementation	4/1/20	4/8/20
Verification Testing	4/8/20	4/30/20
Training and Documentation	5/1/20	5/8/20
Final System Acceptance	5/8/20	

APPENDIX A-3

FINAL SYSTEM ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, as specified herein, the City will initiate execution of the Final System Acceptance Certificate.

Customer Name: **City of Santa Clara ("City")**

Project Name: **Blade Center Replacement Project**

This Final System Acceptance Certificate memorializes the occurrence of System Acceptance.

Contractor and the City acknowledge that:

1. Contractor has completed all Deliverables promised under this Agreement.
2. The System is accepted, and all punch list items generated during testing have been completed.
3. By acknowledging the Final Acceptance of the System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

**City of Santa
("City")**

**Dasher Technologies, Inc.
("Contractor")**

By: _____	By: <u>Michael J. Cook</u>
Name: _____	Name: <u>Michael J. Cook</u>
Title: _____	Title: <u>CFO</u>
Date: _____	Date: <u>01/29/2020</u>

EXHIBIT B COMPENSATION

1. MAXIMUM COMPENSATION

The maximum amount payable for all materials and services provided under this Agreement shall not exceed **Seven Hundred Ninety-Seven Thousand Six Hundred Seventy-Seven Dollars and Ten Cents (\$797,677.10)** during the term of the Agreement as summarized in Table B-1 below. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement. No additional services will be performed unless both Parties execute an Amendment outlining the services requested and the compensation agreed for such services.

Table B-1: Maximum Compensation

Description	Total
System Implementation and 5-Year HPE Support (see Appendix A-1)	\$697,677.10
Additional Products and Services	\$100,000.00
Maximum Compensation	\$797,677.10

2. PAYMENT SCHEDULE FOR SYSTEM IMPLEMENTATION AND HPE SUPPORT

- 2.1. Progress payments shall be made to Contractor by City following acceptance of designated milestones as shown in Table B-2.

Table B-2: Payment Schedule

Milestone	Estimated Completion Date	Payment
Completion of Phase 1	3/3/20	\$220,280.09
Completion of Phase 2	4/6/20	\$220,280.09
Completion of Phase 3	4/30/20	\$75,521.52
Completion of Phase 4	5/8/20	\$75,521.52
Final System Acceptance*	5/8/20	\$106,073.88
TOTAL PAYMENTS		\$697,677.10

*The signed Final Acceptance Certificate (Appendix A-3) triggers final payment and start of warranty period.

- 2.2. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.
- 2.3. Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of

the System when delivered and reject upon notification to Contractor any and all the System, which does not conform to the specifications or other requirements of this Agreement. Components of the System, which are rejected shall be promptly corrected, repaired, or replaced by Contractor. If City receives components of the System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

3. ADDITIONAL PRODUCTS AND SERVICES

- 3.1.** The City has set aside the maximum amount of One Hundred Thousand Dollars (\$100,000) for the payment of additional products and services as may be required and approved by the City.
- 3.2.** Additional products and services shall be separately negotiated to be paid on a lump sum or time and material basis in accordance with the rates set forth in Table B-3 below.

Table B-3: Additional Products and Services

Description	Price
Standard Business Hour Engineer	\$255 per hour
Non-Business Hour Engineer	\$375 per hour
Project Manager	\$180 per hour
HPE Products	25% minimum discount off of list price

- 3.3.** In the event the approved product line/model is no longer available, the next generation model from the same manufacturer, meeting or exceeding all technical specifications shall be provided at the same discount rate off list price.

4. INVOICING

- 4.1.** City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$2,000,000 Each occurrence
 - \$2,000,000 General aggregate
 - \$2,000,000 Products/Completed Operations aggregate
 - \$2,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL).
4. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to

City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be provided by e-mail to: ctsantacalara@ebix.com.

Or by mail to:

EBIX Inc.
City of Santa Clara – Silicon Valley Power
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.