

**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 B1 – Schedule of Fees

Exhibit B2 – Fee Breakdown

Exhibit C – Insurance Requirements

Exhibit D – Final Acceptance Certificate

Exhibit E – Notice of Exercise of Option to Extend Agreement

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**

- A. 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 October 1, 2022 and terminate on October 31, 2027.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through October 31, 2032 ("Option Periods"), subject to the appropriation of funds. See Exhibit E for Notice of Exercise to Option to Extend Agreement Form.

## **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 "SCHEDULE OF FEES." The maximum compensation of this Agreement is **Three Hundred Four Thousand Five Hundred Seventy-Five Dollars and Fifteen Cents (\$304,575.15)**, 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: Department of Information Technology  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [rsingh@santaclaraca.gov](mailto:rsingh@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 [contractscompliance@convergetp.com](mailto:contractscompliance@convergetp.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: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Rajeev Batra  
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: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Email Address: contractscompliance@convergetp.com

Telephone: 866-898-9506

"CONTRACTOR"

## **EXHIBIT A SCOPE OF SERVICES**

The following Scope of Services defines the services and responsibilities of Contractor and City to provide for a primary data storage solution, including professional and technical services.

The Scope of Services, including Exhibit A and Contractor's proposal response provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

### **1. General**

Contractor will provide a pair of HPE Nimble HF-60 storage arrays including professional services to implement the storage arrays. This implementation includes physical installation/configuration of (2) HF60 iSCSI based Nimble arrays, connection to existing City storage/management networks, and block storage presentation with volume level migration. Contractor will also provide maintenance and support services for the storage arrays. The two storage arrays will be installed at the City Hall Data Center and the Police Dispatch Data Center.

### **2. Storage Array Specifications**

#### 2.1. Performance Specifications:

- 2.1.1. A read/write ratio of 50/50 for the requested usable/effective capacity.
- 2.1.2. A minimum mixed read/write workload IOPs of 25,000 and dedicated unmixed, 20,000 read and 30,000 write IOPS.
- 2.1.3. Latency access for reads of <1 ms and writes of < 1 ms.
- 2.1.4. A sustained read/write throughput of 1.0 GB/s each.
- 2.1.5. Has a minimum of 20Tb and scalable up to 64Tb cache/memory per controller for read/write operations and write operations is completely protected with no data loss in the event of a power failure.
- 2.1.6. The flexibility to copy cache worthy incoming write requests while writing to spinning disks in parallel.
- 2.1.7. Quality of Services (QoS) support for controlling the IOPS and Mb/sec for a given LUN selectively and the array is supplied with this feature.
- 2.1.8. Provides up to three drive failure protection simultaneously.
- 2.1.9. Provides enterprise availability of 99.9999% or better and with no single point of failure.

- 2.1.10. No performance de-gradation due to a single component or controller failure or during critical support activities such as firmware upgrade, patch upgrade, etc.
- 2.1.11. Supports multiple snapshots, or clones, or replications sessions without any impact to performance.
- 2.1.12. No downtime while upgrading the storage to next generation model within the given series.

## 2.2. Configuration Specifications:

- 2.2.1. Configured with no single point of failure including array controller (dual controllers), cache memory, network connections per controller, power supplies, fans, etc.
- 2.2.2. Supports various capacities of SSD drives for caching and spinning drives for persistent data.
- 2.2.3. Built-in capability of providing AES-256 XTS FIPS certified encryption at a granular LUN level without the need for encrypted SSD drives.
- 2.2.4. Offers checksums that go beyond the T10-PI standard. The checksums automatically detect and prevent errors resulting from lost/misplaced reads or writes that T10-PI and equivalent check summing systems cannot remediate.
- 2.2.5. Ability to put all offered disks into a single disk pool.
- 2.2.6. Capability of always writing bigger stripe size of at least 18Mb while de-staging/copying information from cache to spinning disk.
- 2.2.7. Non-disruptively scalable to higher generation series of storage array within the given family without wholesale replacement.

## 2.3. Features and Capabilities:

- 2.3.1. A flash optimized hybrid array.
- 2.3.2. Supports both synchronous and asynchronous storage-based replication between data centers for effective data protection.
- 2.3.3. Ability to replicate only incremental changes between the two data centers.

- 2.3.4. Support asynchronous replication from primary array to at-least two secondary arrays for a given volume and has the flexibility to define the separate schedule for each replication relationship.
- 2.3.5. Provides ransomware protection.
- 2.3.6. Provides advanced capabilities such as Data Loss Prevention (DLP) features.
- 2.3.7. Contractor will provide cloud enabled monitoring, advanced support and analytics as follows:
  - 2.3.7.1. Cloud enabled monitoring support and analytics engine for proactive storage management.
  - 2.3.7.2. Firmware upgrade and patch upgrade recommendations proactively and with awareness of the peripheral infrastructure connected to the array.
  - 2.3.7.3. Automatically prevent installation of array firmware that may clash with other infrastructure pieces connected to the array.
  - 2.3.7.4. Provide extremely granular per-minute historical capacity and performance trend analysis by default, without the need to enable extra logging, install any appliances (physical or virtual), or install any software.
  - 2.3.7.5. Performance analytics will break down I/O into I/O size histograms, identify sequential vs random I/O and provide AI-based advice to remediate performance issues.
  - 2.3.7.6. Array logs automatically will be sent to Contractor's support from the array.
  - 2.3.7.7. Provide history of support cases logged with Contractor's support team with operational efficiencies. History log will clearly show the percentage of support cases that were closed automatically vs manually.
  - 2.3.7.8. Provide a single executive dashboard that covers various critical and most aspects of space saving from data reduction technologies, data protection readiness (both RPO as well as retention time) for classified applications running on storage, and disaster recovery readiness for applications.
  - 2.3.7.9. Provide a complete wellness chart of the array and allow the flexibility to define the wellness rule based on defined conditions.

- 2.3.7.10. Provide automated upgrade recommendations for both software and hardware, with specific instructions regarding what needs to be upgraded and by how much.
- 2.3.7.11. Solution has the capability of global learning.
- 2.3.7.12. The analytics engine has the capability of making proactive recommendations for arresting issues/problems noticed at other installed base customers of the Contractor after identifying the problematic signature if it exists in the City's environment.
- 2.3.8. Cloud Enabled Hypervisor (VMware) Integration:
  - 2.3.8.1. The cloud enabled monitoring and analytics engine will be tightly integrated with the hypervisor layer and is certified to work with at-least VMware 6.5 or greater
  - 2.3.8.2. Provides end to end monitoring of hypervisor datacenter, data-store, hypervisor host and VMs running within the hypervisor datacenter and is able to link with storage array.
  - 2.3.8.3. Provides detailed analysis of CPU Contention, Memory contention, IO contention for each VM – including the latency.
  - 2.3.8.4. Provides AI-based recommendations to improve hypervisor infrastructure health.
  - 2.3.8.5. Has the capability to identify the top VMs, which are contributing towards maximum IO's and Latency.
  - 2.3.8.6. Provides native cloud integration with both Azure and AWS.
- 2.3.9. Provides native disaster recovery and business continuity measures.
- 2.3.10. Provides an option for encryption, auto-tiering, and thin-provisioning.
- 2.3.11. Supports and includes a management stack for application container.
- 2.3.12. Has the capability to be scaled to tiered cloud-based storage for future needs.
- 2.3.13. Capability to be grouped in a single pool of storage with the City's existing nimble solution.
- 2.3.14. Has the capability of live migration during the implementation process.

## 2.4. Technical Specifications

- 2.4.1. Capacity:

- 2.4.1.1. Scalable capacity starting with a minimum of 200Tb raw for each array with at least 160Tb usable and with 20Tb of cache that is scalable to 64Tb in place.
- 2.4.1.2. Flexible scaling capabilities (scale-up and scale-out) to grow if additional capacity requirements arise.
- 2.4.2. Configuration Specifications (support details within environment):
  - 2.4.2.1. In-line de-duplication and compression.
  - 2.4.2.2. Virtual hot spare drive
  - 2.4.2.3. Thin provisioning:
    - Support critical storage efficiency features such as inline de-duplication, compression, thin provisioning at the controller level.
    - Support both non-duplicated as well as duplicated volumes at the same time within the array.
    - Support both non-compressed as well as compressed volumes at the same time within the array.
    - Categorizes the domains for different workload enabled application for effective de-duplication and compression.
    - Both de-duplication and compression shall be in-line and shall be supported on both SSD and spinning disks.
  - 2.4.2.4. Snapshots/clones
  - 2.4.2.5. Restore
  - 2.4.2.6. Encryption
  - 2.4.2.7. Dynamically increase or decrease the cache
  - 2.4.2.8. Built in clustering between arrays and cloud via firmware
  - 2.4.2.9. Replication between arrays and cloud
  - 2.4.2.10. Certified/tested continued compatibility for host platforms:
    - VMware ESXi 6.5 and greater

- Windows Server 2000, 2008, 2012, 2019, 2022 and future Microsoft releases
- Linux, Redhat, CentOS, FreeBSD, SUSE Linux, Ubuntu, etc.

2.4.2.11. Tightly integrated with VMware and shall be certified for VVOL

- Certified for VVOL based replication
- Supports both compression and de-duplication.
- Works with iSCSI.
- Supports scheduled snapshot and QoS.
- Supports encryption.

2.4.3. Connectivity:

2.4.3.1. Provides iSCSI protocols

2.4.3.2. Dual controllers on each array

2.4.3.3. Provide multiple, at least 2 and scalable if needed, 10Gb fiber connections on each controller, easily upgradeable to 40Gb

### 3. General Project Services

3.1. Based on the service planning discussions, Contractor's Technical Architect will work with the city to complete the project in the following phases:

Phase 1: Initiation and Planning

Phase 2: Implementation

Phase 3: Verification & Testing

Phase 4: Commissioning, Migration, and Transition to Operations

Phase 5: Final Documentation

Phase 5: Project Closure & Acceptance

3.2. Contractor will provide technical and project management resources to implement the described services within the city's infrastructure.

3.3. Contractor will provide turnkey design and implementation services that at a minimum include the following:

3.3.1. Install the storage arrays onsite at the City Hall and PD Dispatch Data centers,

- 3.3.2. Connect the storage arrays to the City's network,
- 3.3.3. Configure the arrays to meet the City's network, compute, storage and backup standards (The City IT networking group will provide the actual IP addresses to use),
- 3.3.4. Test and verify operations,
- 3.3.5. Perform migration of a selected portion of the current test data from the existing arrays at each location to demonstrate that the data can be moved without interruption in service to the application, and
- 3.3.6. Provide technical and operational documentation including an as built diagram (in Microsoft Visio) and configuration details.

#### **4. Project Management**

- 4.1. Project Management
  - 4.1.1. Contractor will assign a Project Manager ("PM") to lead each phase and tasks for the upgrades. The PM will be the primary person communicating with the City and keeping the City fully apprised on the status and progress of the Project.
  - 4.1.2. The PM will also be responsible for project schedule updates; creation and preparation of progress reports and meeting minutes; adherence to project scheduling; and general project coordination.

#### **5. Phase 1: Initiation and Planning**

- 5.1. Contractor will conduct a project kick-off meeting with the City's project team to ensure all parties have a common understanding of the requirements, expectations, and schedule; define processes for tracking project status; define change control procedures; discuss and define the deliverable review and final system acceptance processes; and review escalation management process, including lines of communication, reporting relationships, etc.
- 5.2. Project kickoff meeting will commence within two weeks of agreement execution, unless both parties mutually agree to a different start time. All timeline dates are understood to be close of business, 5:00 pm pacific time. If timeline dates fall on a weekend or city holiday, the date is understood to be the next business day.
- 5.3. Project Plan/Schedule
  - 5.3.1. Contractor will submit to the City a Project Plan in Microsoft Project which shall list all major activities to upgrade network equipment and

a schedule containing all deliverables, tasks (with owners), and milestones.

- 5.3.2. Any changes to the Project Implementation Schedule that will affect the completion date of each deliverable must be mutually agreed upon and incorporated into a revised Project Implementation Schedule based on a change management process.

#### 5.4. Special Considerations

##### 5.4.1. Contractor will ensure that:

- 5.4.1.1. All existing storage services continue to function during and after the upgrade to the system is complete.
- 5.4.1.2. The existing performance and security measures will continue to function and the City will not be exposed to any system issues due to unavailability of primary storage.
- 5.4.1.3. All existing functionalities critical to the system operation will be maintained.
- 5.4.1.4. There is rollback plan in place and the existing storage system is able to take control in the event there are major issues with the new upgraded equipment during initial rollout.

### **6. Phase 2: Implementation**

- 6.1. Contractor shall install the new storage arrays in the City Data Center (City Hall and PD Dispatch) cabinets under the direction of the City IT Department and power up the system.
- 6.2. Once the equipment is mounted and connected to the network the City IT Department will provide Contractor with the network port connectivity details at time of installation), Contractor shall make sure that this connection does not have any negative impact on the proper functioning of the existing system during commissioning.

### **7. Phase 3: Verification Testing**

- 7.1. Once mounting of the system is completed and the system is powered on, the contractor shall commence preliminary testing procedures as outlined within the project plan.
- 7.2. The Contractor will cooperate with City IT any production down time required prior to performing such activities. The City's mission critical operational

needs such as public safety may require that Contractor will accommodate off hours for such downtime.

- 7.3. City staff will be able to participate in the preliminary testing process.
- 7.4. Contractor will support City Staff with virtual workload failover testing.

## **8. Phase 4: Commissioning, Migration & Transition to Operations**

- 8.1. Once a normalized operation is set up and tested, the commissioning of the new system will commence.
- 8.2. Contractor will be responsible for commissioning and startup of the system onsite at the City.
- 8.3. Based on the document “City of Santa Clara Storage Refresh-Migration Plan” submitted by the Contractor on August 8, 2022, the Contractor will primarily utilize the method outlined as “group storage pool” to achieve seamless migration for majority of the workloads. There will be special circumstances where other methods are better suited (such as storage vMotion) and those will be discussed and planned with the City ahead of time.
- 8.4. The end of commissioning of the system means that the entire storage system data is successfully transferred over to the new storage system, and that all servers, applications, devices, users are able to successfully access the system and perform all necessary read/write functions without errors.
- 8.5. For the purpose of measuring and ensuring that, the new system will perform at a minimum at the same level or better than the existing system, Contractor shall benchmark the performance of the existing system prior to the start of the commissioning of the new system.
- 8.6. Based on the benchmark established at the start of the commissioning process, the new system shall at a minimum, match the responsiveness, data read/write and IOPS of the existing system.
- 8.7. Contractor shall fix errors discovered during the commissioning period.

## **9. Phase 5: Final System Acceptance Test and Documents**

- 9.1. Upon the completion of the commissioning period with all errors corrected, the final system acceptance test period will begin.
- 9.2. Final acceptance test means that the City’s operations will be running on the new system error free for a minimum of sixty (60) consecutive days.
- 9.3. Errors or anomalies discovered during the final acceptance test period will be fixed by Contractor based on the response time outlined in the table below. If

the errors are not fixed within the timeframe outlined in the table below under maximum resolution time, the final acceptance period will restart.

9.4. Errors discovered during this period shall have the following characterization and response timeframe:

<b>Error Level</b>	<b>Description</b>	<b>Definition</b>	<b>Maximum Resolution Time</b>
1	Major Error Without Workaround	- Abnormal termination that cannot be bypassed - Major numerical errors - Data corruption - Unimplemented requirements	24 Hours
2	Major Error With Workaround	- Abnormal termination that can be bypassed - Small numerical errors - Minor failures implementing requirements	72 Hours
3	Cosmetic Error	- Formatting - Description - Display Message	72 Hours

9.5. Documentation

9.5.1. Upon completion of the system implementation at a minimum, the following documentation shall be handed over to the City as part of the project closure:

- 9.5.1.1. Detail design documentation
- 9.5.1.2. Associated test plans and results for each stage
- 9.5.1.3. Visio diagrams for the new storage showing connectivity to the City network and virtualized environment
- 9.5.1.4. Inventory list including firmware/software versions
- 9.5.1.5. IP and VLAN documentation and use
- 9.5.1.6. Configuration templates
- 9.5.1.7. Policies, procedures, and reports developed for each stage
- 9.5.1.8. Operational runbooks
- 9.5.1.9. Operations procedures including pertinent troubleshooting reference guides

## **10. Phase 6: Final System Acceptance and Project Closure**

10.1. Upon Contractor's completion of all the deliverables set forth herein, Contractor and the City will memorialize this event by promptly executing a Final System Acceptance Certificate (Exhibit D).

## **11. Training Requirements**

- 11.1. Contractor will provide up to 32 hours of knowledge transfer to the City's IT support team upon completion of each phase as outlined above.
- 11.2. For any future phase or tasks, Contractor shall provide subsequent training as requested by the City on as needed basis.

**EXHIBIT B1  
SCHEDULE OF FEES**

**1. MAXIMUM COMPENSATION**

The maximum amount payable for all products and services provided under this Agreement shall not exceed **Three Hundred Four Thousand Five Hundred Seventy-Five Dollars and Fifteen Cents (\$304,575.15)** during the Initial Five-Year term. No additional services will be performed unless both parties execute an Amendment outlining the services requested and the compensation agreed for such services. See Table B1 below total for maximum compensation breakout:

**Table B1. Maximum Compensation Breakout for Initial 5-Year Term**

<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
Hardware	2	\$ 59,028.26	\$ 118,056.52
Maintenance and Support	2	\$ 59,922.49	\$ 119,844.98
Professional Services	1	\$ 38,985.00	\$ 38,985.00
<b>Total for Hardware, Maintenance Support, and Professional Services</b>			<b>\$ 276,886.50</b>
Contingency			\$ 27,688.65
<b>TOTAL MAXIMUM NOT-TO-EXCEED COMPENSATION FOR INITIAL 5-YEAR TERM</b>			<b>\$ 304,575.15</b>

**2. FEES**

See Exhibit B2 for fee breakdown.

**3. PAYMENT SCHEDULE**

- 3.1. **Hardware:** Contractor will invoice the City upon delivery of hardware and confirmation from the City that delivered hardware is not damaged and is correct. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.
- 3.2. **Maintenance and Support:** Maintenance and Support cost will not be invoiced and the five-year term will not begin until Exhibit D (Certificate of Acceptance) for Phase 6 is executed by the City.
- 3.3. **Professional Services:** Progress payments for professional services shall be made to Contractor based on the designated milestones as shown below in Table B2. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all 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. Both parties will execute the Final Acceptance Certification (Exhibit D) to memorialize final acceptance for each milestone.

<b>Project Phase (Professional Services)</b>	<b>%</b>	<b>Total</b>
Phase 1: Initiation and Planning	5%	\$1,949.25
Phase 2: Implementation; Phase 3: Verification Testing; Phase 4: Commissioning, Migration, and Transition to Operations	50%	\$19,492.50
Phase 5: Final System Acceptance Test and Documents	25%	\$9,746.25
Phase 6: Final System Acceptance and Project Closure	20%	\$7,797.00
<b>TOTAL</b>	<b>100%</b>	<b>\$38,985.00</b>

- 3.3.1. Compensation and payments shall be made to Contractor by City based on net thirty (30) days payment terms.
- 3.3.2. Invoicing Procedure: Contractor will invoice the City upon completion of each milestone but not more frequently than monthly.
- 3.4. Payment for any deliverable under this agreement, or inspection or testing thereof by city, shall not constitute acceptance or relieve of contractor of its obligations under this agreement. City may inspect each deliverable and reject upon notification of contractor any that do not conform to the specifications or other requirements of this agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by contractor. If city receives deliverables with defects or nonconformities not reasonably apparent on inspection, the city reserves the right to require prompt correction, repair, or replacement by contractor in accordance with contractor's warranty obligations.

**4. Pricing and Option Renewals**

- 4.1. All pricing is firm fixed for the initial five-year term of this Agreement.
- 4.2. After the Initial Term, the City reserves the right to extend this Agreement for five (5) one year options pursuant to Section 2.B. of this Agreement, subject to the appropriation of funds.
- 4.3. Contractor may request adjustments to the compensation rates prior to any one-year option to renew this Agreement after the Initial Term. Contractor will notify the City of any requested changes to the compensation rates for any Option Period at least sixty (60) days prior to the start of the option term. Contractor must demonstrate to the satisfaction of the City that a price increase is warranted and must be supported by the appropriate price index e.g. PPI, CPI, etc. Price adjustments are subject to the City's approval.

- 4.4. City shall provide Contractor prior written notice in the Form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term.

**EXHIBIT B2  
FEE BREAKDOWN**

Item	Description	Qty	Unit Price	Total Price
<b>HARDWARE</b>				
<b>1</b>	<b>HPE Nimble Storage HF60 Hybrid, 4x 10GbE 4p Adptr Kit, 126TB HDD Bndl, 11.52TB Cache Bndl, 2x C19 to C20 PC, HPE NS HF4/60 ES3 84TB 5.7TB CTO Shelf</b>	<b>2</b>	<b>\$59,028.26</b>	<b>\$118,056.52</b>
1.1	HPE NS HF60 Hybrid, 4x 10GbE 4p Adptr Kit, 126TB HDD Bndl, 11.52TB Cache Bndl, 2x C19 to C20 PC	2	\$39,355.63	\$78,711.26
1.1.1	HPE NS HF60 Hybrid CTO Base Array (Product #Q8H40A)	2	Included	
1.1.2	HPE NS 2x10GbE 4p FIO Adptr Kit (Product #Q8C17B)	4	Included	
1.1.3	HPE NS HF40/60 Hybrid 126 TB FIO HDD Bndl (Product #Q8B56B)	2	Included	
1.1.4	HPE NS HF40/60 11.52TB FIO Cache Bndl (Product #Q8B64B)	2	Included	
1.1.5	HPE NS C19 to C20 FIO Power Cord (Product #Q8J14A)	4	Included	
1.2	HPE NS HF4/60 ES3 84TB 5.7TB CTO Shelf, 2.88TB Cache Bndl, 2x C13 to C14 PC	2	\$19,670.83	\$39,341.66
1.2.1	HPE NS HF4/60 ES3 84TB 5.7TB CTO Shelf (Product #Q8H35A)	2	Included	
1.2.2	HPE NS HF ES3 2.88TB FIO Cache Bndl (Product #Q8C25B)	2	Included	
1.2.3	HPE NS C13 to C14 FIO Power Cord (Product #Q8JN7A)	4	Included	
1.3	Storage OS FIO Software & Storgae Array Std Trk	2	\$1.80	\$3.60
1.3.1	HPE Tier 1 Storage OS Default FIO SW (Q8G27B)	2	Included	
1.3.2	HPE Tier 1 Storage Array Standard Trk (R3P91A)	2	Included	
<b>MAINTENANCE AND SUPPORT (Five Years)</b>				
<b>2</b>	<b>Support - 5 Year Tech Care Essential</b>	<b>2</b>	<b>\$59,922.49</b>	<b>\$119,844.98</b>
2.1	HPE 5Y Tech Care Essential Exch SVC (HU4A9A5)	2	Included	
2.2	HPE N 2x10GbE 4p Adptr Supp (HU4A9A5#ZG0)	4	Included	
2.3	HPE NS HFD40/60 2.88TB Cache Supp (HU4A9A5#ZF9)	2	Included	
2.4	HPE NS HF 11.52TB Cache Supp (HU4A9A5#ZFB)	2	Included	
2.5	HPE NS HF60 Hybrid Base Array Supp (HU4APA5#ZFK)	2	Included	

Item	Description	Qty	Unit Price	Total Price
2.6	HPE NS HF4/60 ES3 84TB 5.7TH Shelf Supp (HU4A9A5#ZFS)	2	Included	
2.7	HPE NS HF40/60 Hybr 126TB HDD Bndl Supp (HU4A9A5#ZFT)	2	Included	
<b>PROFESSIONAL SERVICES</b>				
2	Dasher Technologies Fixed Priced Statement of Work Based Professional Services Project (DT-SOW-PROSERV)	1	\$ 38,985.00	
<b>TOTAL MAXIMUM NOT-TO-EXCEED COMPENSATION FOR INITIAL 5 YEAR TERM</b>				<b>\$276,886.50</b>

**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:
  - \$5,000,000 Each occurrence
  - \$5,000,000 General aggregate
  - \$5,000,000 Products/Completed Operations aggregate
  - \$5,000,000 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.

## 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. 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.
4. 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 emailed to:

[ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

or mailed to:

EBIX Inc.  
City of Santa Clara Electric Department  
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.

**EXHIBIT D  
FINAL ACCEPTANCE CERTIFICATE**

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

**FINAL SOFTWARE/SYSTEM ACCEPTANCE CERTIFICATE**

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

Project Name: Primary Data Storage Solution

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

Contractor and the City acknowledge that:

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

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

**("Contractor")**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E  
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE:</b>	
<b>CONTRACTOR:</b>	
<b>DATE:</b>	

Pursuant to Section \_\_\_ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	<b># of #</b>
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**NEW OPTION TERM**

Begin date:	
End date:	

**CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section \_\_\_ of the Agreement the rates of compensation are hereby adjusted as follows:  
(use attachment if necessary)

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

\_\_\_\_\_  
Rajeev Batra  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771