CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
CONVERGEONE, INC.
DATA CENTER PROJECT

THIS AGREEMENT ("Agreement") for consulting services is made by and between the City of San Leandro("City") and ConvergeOne, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of _____, 2023 (the "Effective Date").

Section 1. PRODUCTS AND SERVICES. Consultant shall provide to City the services described in the Scopes of Work attached as Exhibits A-1 and A-2 at the time and place and in the manner specified therein

1.1 Agreement Documents. The Agreement between the City and Consultant consists of the following documents:

1. State of Minnesota WSCA-NASPO Master Agreement No. MNWNC-109, between the State of Minnesota (as the Lead State) and EMC Corporation, effective April 1, 2015 for Computer Equipment: Storage Related Peripherals and Services ("MNWNC-109") and Participating Addendum No.7-15-70-34-004, between the State of California and EMC Peripherals Inc., effective November 10, 2015 ("PA 7-15-70-34-004"). ConvergeOne, Inc. is an authorized reseller under both MNWNC-109 and PA 7-15-70-34-004 referenced herein;
2. National Cooperative Purchasing Alliance Master Agreement No. 01-96 effective August 1, 2019, between the National Cooperative Purchasing Alliance and Promark Technology, Inc., pursuant to which ConvergeOne is an authorized reseller ("NCPA 01-96);
3. This Agreement for Consulting Services between City and Consultant; and
4. Any City issued Purchase Order to Consultant that is placed against the terms and conditions of this Agreement.
5. **Exhibits; Precedence.** All documents listed in this Section 1.1 shall be collectively referred to as the "Agreement Documents" and are each hereby herein incorporated into this Agreement by this reference. In the event of a conflict in terms between the terms and conditions of any of the Agreement Documents listed in Sections 1.1.1 and 1.1.2 above (each, individually, a "Cooperative Procurement Contract") and the terms and conditions specifically stated in this Agreement for Consulting Services, the terms and conditions of the applicable Cooperative Procurement Contract as detailed in Exhibit B and as referenced in the correlating Compensation Schedule and Reimbursable Expenses containing the itemized products and services available for purchase under the designated Cooperative Procurement Contract, shall control over the terms and conditions specifically stated in this Agreement for Consulting Services.

1.2 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on the date of completion, if any, specified in Exhibits A-1 and A-2, and Consultant shall complete the work described in Exhibits A-1 and A-2 on or before that specified date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.3 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.4 Assignment of Personnel. Consultant shall assign only competent personnel to performservices pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.5 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement

as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.6 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant's attention is directed to the SanLeandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed the sum set forth in Exhibit B. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed, products delivered and reimbursable costs incurred prior to the invoice date.

2.2 **Payment.** City shall make payments, based on invoices received, for services satisfactorily performed, products delivered and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Total Payment.** In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided in Exhibit B unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 **Reimbursable Expenses.** Reimbursable expenses are as specified in Exhibits A-1 and A-2, if any.

2.5 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and

subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000.00 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000.00 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000.00 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 **Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000.00 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000.00per claim.

4.3.2 **Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 **Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 Cyber Liability Insurance.

4.4.1 **General Requirements**. Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than $1,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private information; alteration of electronic information; extortion; and network security. The policy shall provide coverage for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally,now or hereinafter constituted or amended;

- Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential Cityinformation in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;

- Loss or denial of service;
- No cyber terrorism exclusion;

Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensic analysis, credit protection services, call center services, identity theft protection services, and crisis management/public relations services.

4.4.2 **Claims-Made Limitations.** The following provisions shall apply if the cyber liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.4.4 **Submittal Requirements.** To comply with Subsection 4.4, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.5 **All Policies Requirements.**

4.5.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.5.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.5.3 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting"policy limit (i.e. limit that is eroded by the cost of defense).

4.5.4 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.5.5 **Subcontractors.** Consultant shall include all subcontractors as insureds under itspolicies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.6 **Submittal of Proof of Insurance Coverage.** All certificates of insurance and endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to thePINS Advantage program.

4.7 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City

may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES INTENTIONALLY DELETED

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor**. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent**. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

Section 8. MODIFICATION.

8.1 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the

maximum amount provided for in this Agreement, unless mutually agreed to in such written amendment. Similarly, unless authorized by the Contract Administrator or in a mutually agreed upon amendment, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.2 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.4.1 Immediately terminate the Agreement; provided City notifies Consultant in writing of the breach and provides Consultant at least thirty (30) days in which to cure such breach, and Consultant fails to cure such breach within the 30-day notice period;

8.4.2 Retain the plans, specifications, drawings, reports, design documents, and anyother work product prepared by Consultant pursuant to this Agreement;

8.4.3 Retain a different consultant to complete the work described in Exhibits A-1 and A-2 not finished by Consultant; or

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court forthe Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of thisAgreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal orless cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700,Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered for the City by Michael Hamer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.**

Any written notice to Consultant shall be sent to:

ConvergeOne, Inc.
Attn: Legal Department
10900 Nesbitt Avenue South
Bloomington, MN 55437

Any written notice to City shall be sent to:

Michael Hamer
Information Technology Division
835 East 14th Street
San Leandro, CA 94577
mhamer@sanleandrdo.org

With a copy to:

City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of whichshall be an original and all of which together shall constitute one agreement.

10.12 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultantcertifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 ofthe California Public Contract Code as a person engaging in investment activities in Iran asdescribed in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appearbelow certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO	CONVERGEONE, INC
Frances Robustelli, City Manager	Greg Miles, Senior Vice President, Public Sector

Attest:

Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

Susan Hsieh, Finance Director

688-13-001-5311
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

Tony Batalla, Chief Technology Officer

EXHIBIT A

SCOPE OF SERVICES

New VMware Infrastructure - City Hall

PREPARED FOR: City of San Leandro

PREPARED BY: John Brownfield
Account Executive
JBrownfield@convergeone.com

Jean-Claude Lefebvre
Solutions Architect
jlefebvre@convergeone.com

REFERENCE: Opportunity: OP-000777241
Solution: SO-000872962
Quote(s): QU-000491806

DATE: September 29, 2023

ConvergeOne

TABLE OF CONTENTS

1. Confidentiality Notice 3
2. Scope of Work - Terms and Conditions 3
3. Project Timeline Expectations 4
4. Project Overview 5
5. High-Level Architecture 6
6. Project Scope of Services 8
7. Project Management 13
8. Change Order Process 13
9. Milestone and/or Project Acceptance 14
10. Customer Responsibilities 14
11. Professional Services Assumptions 15
12. Professional Services Pricing and Billing Schedule 18
13. Customer Authorization to Proceed 19

1. CONFIDENTIALITY NOTICE

THE INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY, PRODUCED SOLELY FOR THE CUSTOMER IDENTIFIED ABOVE.

This Statement of Work ("SOW") is proprietary to ConvergeOne, Inc. and contains ConvergeOne, Inc. Confidential Information. It may not be disclosed in whole or in part without the express written authorization of ConvergeOne. No portion of this SOW may be duplicated or used for any purpose other than to receive Services or deliverables from ConvergeOne described herein.

2. SCOPE OF WORK - TERMS AND CONDITIONS

This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "ConvergeOne" or "Seller") and City of San Leandro ("Customer") and is subject to the terms and conditions of Master Agreement No. MNWNC-109, between the State of Minnesota (as the Lead State) and EMC Corporation, effective April 1, 2015 for Computer Equipment: Storage Related Peripherals and Services and the associated Participating Addendum No.7-15-70-34-004, between the State of California and EMC Corporation, effective November 10, 2015 (collectively, the "Agreement"), under which ConvergeOne is an authorized reseller. In the event of a conflict between the terms and conditions in the Agreement and this Order, the terms of the Agreement shall control.

The Customer's signature on this Order (or the Customer's issuance of a purchase order in connection with this Order) shall represent the Customer's agreement with each document in this Order.

This Order may include the sales of any of the following to Customer: (a) any hardware, third-party software, and/or Seller software (collectively, "Products"); any installation services, professional services, and/or third-party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services"); any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications

("Maintenance Services"). For ease of reference only, Professional Services, Managed Services, and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Any dates and/or time intervals listed in this Order are approximate and for planning purposes only. ConvergeOne will use commercially reasonable efforts to accommodate any requested dates; provided, however, project milestones will be fully discussed and mutually agreed upon between ConvergeOne and Customer after project kickoff.

Products and/or Services not specifically itemized are not provided herein. Any additional applications, technologies, integrations, or other Products and/or Services not specified herein, are not included in this SOW and may result in additional charges at any time during the project.

Unless signed, this Order will be valid for a period of thirty (30) days following the date hereof. Due to rapidly changing prices in the market for third-party Products and/or Services, after the expiration of the foregoing 30-day period, the Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s). Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

3. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, ConvergeOne will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of ConvergeOne and Customer resources.

The expected duration of this project has been budgeted at two (2) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

4. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the New VMware Infrastructure - City Hall project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of ConvergeOne personnel, and the responsibilities of the Customer.

ConvergeOne will add and configure a new 5 nodes cluster to the existing infrastructure, the newly acquired PowerStore 1200T will be dedicated to the new cluster. A new vCenter will be deployed and VM's migrated from the old infrastructure to the new.

The old infrastructure will be decommissioned after the successful deployment.

4.1. Project Location(s)

Below is a list of the location(s) that should be included in this project.

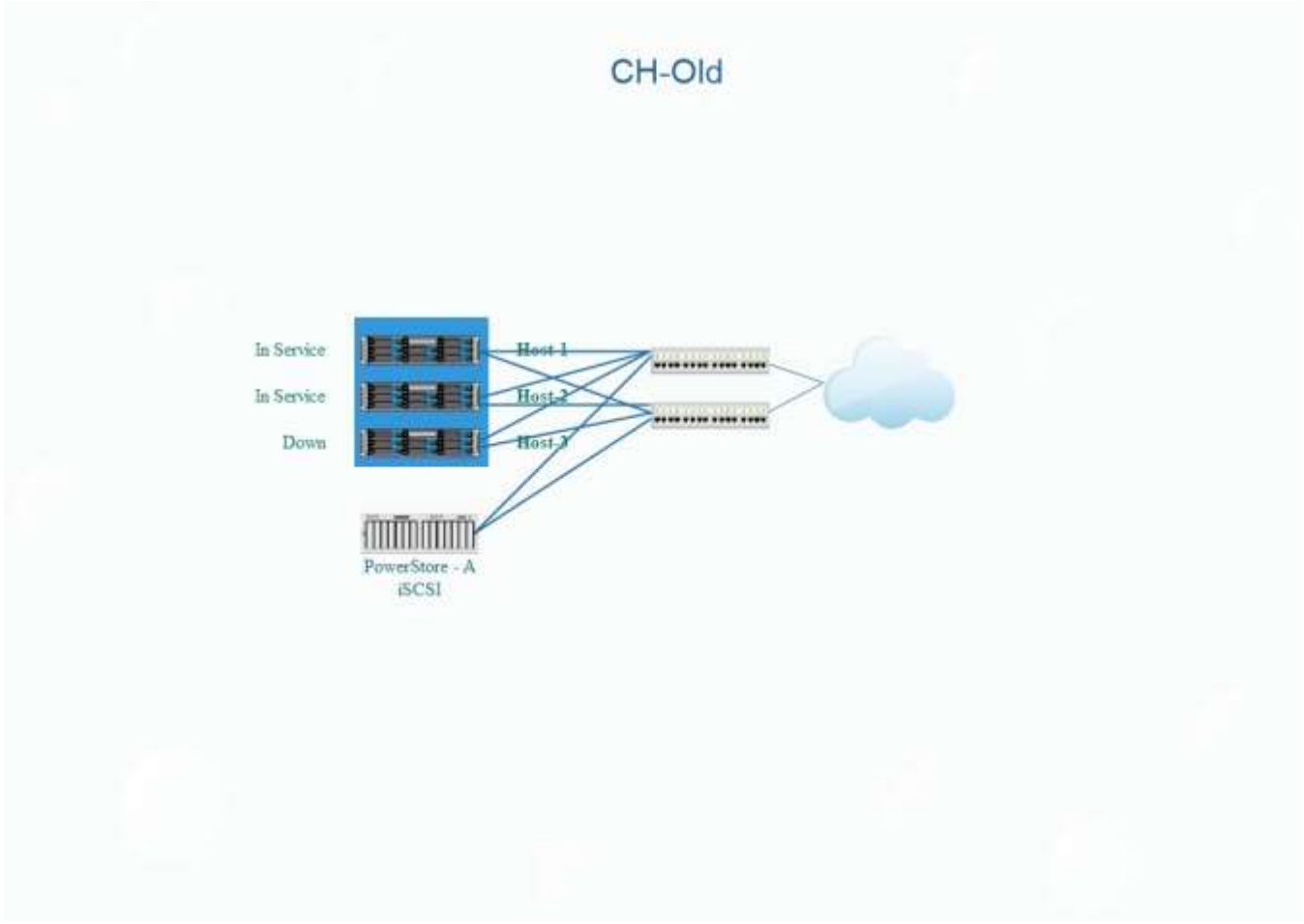
Table 4-1

Site Name	Site Address
Headquarters Location	835 E 14TH ST SAN LEANDRO, CA 94577

5. HIGH-LEVEL ARCHITECTURE

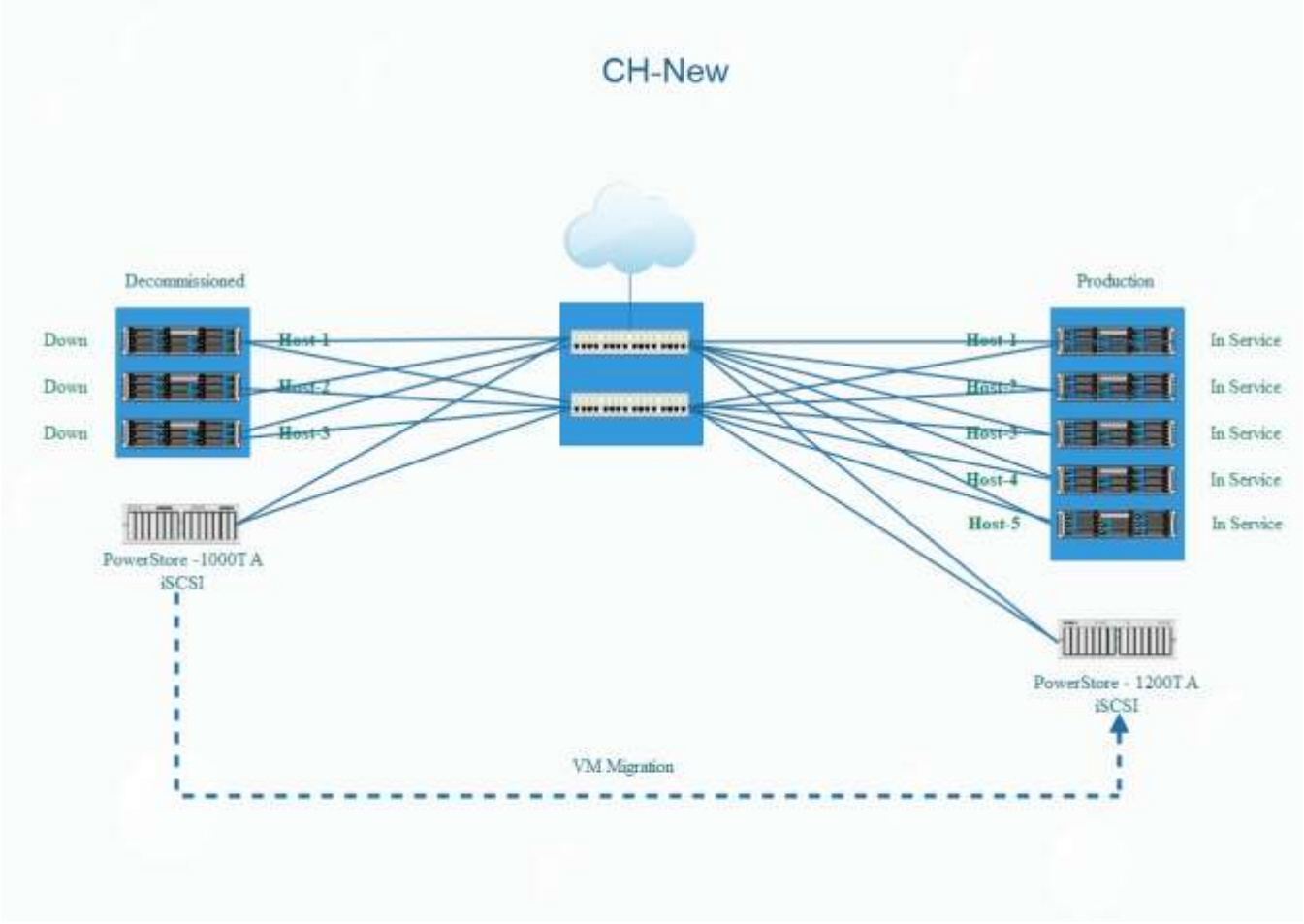
5.1. Existing Architecture

Exhibit 5-1



5.2. Proposed Architecture

Exhibit 5-2



6. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customers business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints, and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

6.1. Data Center Services

Compute Services

Dell Compute Configuration Services

Rackmount Server Services

ConvergeOne will install 5 rackmount servers

- Unpack and pre-stage servers.
- Rack-mount new equipment in customer-supplied rack.
- Connect power connections to customer-provided PDUs.
- Upgrade firmware.
    - Upgrade host firmware.
    - Reboot servers to apply the new host firmware.
- Configure IP addressing and network adapters.
- Configure switch port parameters and VLANs.-
- Configure and install signed certificates (if needed).
- Configure lights-out management.

ConvergeOne will configure the SSD storage for use as hypervisor storage.

Dell CloudIQ Configuration

- Verify customer has logged into DELL CloudIQ, and/or customer to create a new account.
- Add hardware to the CloudIQ console
- Validate HW is sending updates to the CloudIQ console.

- Confirm with the customer on adding 'read-only' access to the CloudIQ console for C1 Solution Architect. (requires email address)
  - Please Note: for PowerEdge server(s) Dell OpenManage Enterprise is required.

Storage Integration Services

ConvergeOne will integrate the new compute hosts with the Dell storage array.

The existing storage array is connected via ISCSI and will be used to connect the new hosts. ConvergeOne will verify the storage is visible via this protocol to the host or virtual machines located on the new host.

Table 6-1

Compute Prerequisite Details	
Is Dell iDRAC Enterprise included for all compute nodes?	Yes
LAN Switch Used For Compute Connections	N9K
Speed Of LAN Ports	10GB
Number Of LAN Ports/Switch	15
FC Switch To Be Used	Not Applicable
Number Of FC Ports	0
Speed Of FC Ports	Not Applicable

Storage Services

Dell Storage Configuration Services

Current version of the array operating system is PowerStore .

Storage Array Hardware Deployment Services

ConvergeOne will deploy the new PowerStore 1200T storage arrays. This will include inspection, coordination with the customer if downtime is required, installation, configuration, and basic testing of the new hardware for proper operation.

ConvergeOne will install PowerStore 1200T .

Storage vMotion Active Data Migration Services

ConvergeOne will utilize vCenter Storage vMotion to migrate 9 TB of data from the legacy storage to the new storage environment.

Array Deployment Worksheet

Table 6-2

Array Hostname	
DNS Server IP Address(es)	
DNS Domain Suffix	
Email Relay Server IP Address or FQDN	
Email Domain Name	
Email Address(es) To Be Alerted	
NTP Server IP Address or FQDN	
HTTP Proxy Server IP Address or FQDN	

Dell CloudIQ Configuration

- Verify customer has logged into DELL CloudIQ, and/or customer to create a new account.
- Add hardware to the CloudIQ console
- Validate HW is sending updates to the CloudIQ console.
- Confirm with the customer on adding 'read-only' access to the CloudIQ console for C1 Solution Architect. (requires email address)

Table 6-3

Storage Prerequisite Details	
Speed Of LAN Ports	10GB
Number Of LAN Ports/Switch	2
Speed Of FC Ports	Not Applicable
Number of FC Ports	0
FC Switch To Be Used	Not Applicable

Networking Services

Cisco Networking Configuration Services

Review and Design Phase

- Conduct interactive sessions to understand Customer’s business and strategic information technology ("IT") objectives and potential challenges.

- Work with Subject Matter Experts ("SMEs") and IT teams (Server, Storage, Network, Applications, etc.) to understand process, operational and technical details of the environment.
- Identify relevant Nexus best practice deployment methodologies and use cases to minimize Customer challenges.
- Identify the expected business and technical outcome based for this project.
- Review and obtain the site technical requirements with the Customer.
- Create a valid design document based on the Customer's hardware and software configuration.

High Level Implementation Tasks

ConvergeOne will install Cisco switches based on these tasks:

- Rack and stack
- Connect all cables
- Configure management network
- Confirm that the firmware is at the approved version, update as necessary
- Configure networking as per the design
- Configure uplinks connectivity
- Configure downlinks connectivity
- Configure VLANs
- Configure Interfaces
- Configure L2 Switching
- Configure security settings (as needed)
- Configure Analysis tools, alerts, and monitoring (as needed)

Virtualization Services

VMWare Virtualization Configuration Services

Hypervisor Management Deployment

ConvergeOne will deploy a new vCenter platform.

ConvergeOne will deploy vCenter in HA configuration.

ConvergeOne will create 1 clusters for hypervisor hosts in the management platform.

Host Hypervisor Installation/Upgrade

ConvergeOne will install the designated hypervisor onto 5 host servers via tasks outlined below.

- Create and configure hypervisor database
- Configure boot from SAN (if included below)
- Install Hypervisor onto host (if not using boot from SAN)
- Configure host to core trunks
- Configure VLAN's and VLAN interfaces
- Configure IP addressing and routing
- Configure storage connectivity to hosts
- Test networking, storage, and management
- Update drivers as needed for Ethernet/HBA adapters
- Create HA clusters and join hosts to HA cluster

Documentation Services

ConvergeOne will provide the customer with as-built documentation to include:

- Usernames
- Passwords
- Installed Versions
- IP Addressing
- Configuration Details (Show Run)
- Support Information
- Topological Diagram(s)
- Screen Shots (as appropriate)

Day-One Support Services

ConvergeOne will supply the customer with up to 1 hours of day one post deployment support to include troubleshooting and mitigation of any issues directly resulting from new installation or upgrades performed by ConvergeOne.

7. PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks during the deployment. ConvergeOne will designate a Project Manager who will act as the single point of accountability for all ConvergeOne contract deliverables for the duration of the Project. ConvergeOne follows the Project Management Body of Knowledge (PMBOK) for project delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

7.1. Project Manager

ConvergeOne will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by ConvergeOne, this individual will act as the Customers single point of contact for all planning and issues related to solution delivery. The ConvergeOne PM will work closely with the Customer to guide the implementation and work on a mutually agreed-upon schedule. The ConvergeOne Project Manager is responsible for the following:

- Conduct internal (ConvergeOne) and joint ConvergeOne/Customer meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.
- Schedule and manage required ConvergeOne resources and partners.
- Conduct Issue and Risk Management.
- Provide agenda and meeting notes.
- Track Customer and ConvergeOne project deliverables.
- Manage change orders and any associated billing with the Customer.
- Manage project closeout process, punch list, and Customer acceptance.

8. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either ConvergeOne or the Customer may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the ConvergeOne Project Manager. ConvergeOne will review the change and provide pricing as applicable before proceeding. The ConvergeOne Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the Customer, via email, or modified purchase order.

9. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide the Customer with an Acceptance Form. Upon delivery of the Acceptance Form, the Customer has 5 working days to review and accept. Failure to respond within the designated 5 day period, signifies the completion of the milestone or project. To refuse acceptance, the Customer must both indicate non-acceptance with written notification to ConvergeOne within the 5 day period noted above and describe why it was not accepted. ConvergeOne shall have up to 10 days after the receipt of such notice to correct the error given it is within ConvergeOne scope and control to do so. The period to correct the error may be extended by mutual consent.

10. CUSTOMER RESPONSIBILITIES

10.1. Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on the Customers behalf.
- Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all Customer responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.
- Attending all project status meetings.

10.2. Site Preparation:

- Ensure the equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
- Accept receipt of equipment and store it in a secure area. Retain shipping documentation, and inventory shipments by box count, and report any apparent external damage to the ConvergeOne Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that the existing Customer network is configured, connected, and operating within the manufacturer's specifications.

- Customers will provide QOS on all their network equipment to the WAN based on the Supplier's guidelines and requirements if carrying voice.

10.3. Ensure the availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.
- Provide all necessary IP addresses, subnet masks, and default gateways.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.
- Provide information on planned changes in the network.

11. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ConvergeOne may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

11.1. General Assumptions

- Unless explicitly stated otherwise, all services will be delivered remotely
- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding ConvergeOne designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this scope of work.
- The Customer must identify any specific requirements for maintenance windows and change control. The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications.
- All services, documentation, and project deliverables will be provided in English only.
- ConvergeOne will install specific software versions agreed upon at the time of project kickoff. Upgrades to the software are not included in the SOW. ConvergeOne may choose to install an upgrade if required by the manufacturer or to resolve a problem.
- The Customer is responsible for the underlying data infrastructure including network and virtualization. Systems must be capable of supporting the proposed solution. ConvergeOne can supply consulting and remediation services to ensure successful implementation, if not included in this scope, through a change order and billed at an additional fee.
- The Customer is responsible for all communications and scheduling of any contractors or vendors not managed by the ConvergeOne Project Manager.

- Any product or service delivery dates communicated outside of this SOW or the Project Plan, are not to be considered valid or binding.
- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than ConvergeOne and its subcontractors, ConvergeOne may invoice for service performed to date.
- The Customer is responsible to verify and arrange the installation of all applicable network connections and provide a functional network for application deployment.
- Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.
- The Customer is responsible for relocation, removal, and disposal of any previously installed Customer-owned equipment or cabling unless specifically agreed otherwise herein.
- The Customer is responsible to notify ConvergeOne if the site requires any specialized access for personnel and/or Union trades for any tasks associated with this SOW. Notification of requirements must take place prior to the quote. Any and all additional costs for post-quote changes or additional site restrictions requiring specialized training or Union Labor shall be chargeable to the Customer.
- The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
- Services not specifically called out in this SOW will be deemed out of scope.

11.2. Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.
- The Customer is responsible to have current licensing, maintenance, and support on the components of the servers, database, storage, and network infrastructure including hardware, software (including operating systems), and any associated costs.
- The Customer is responsible for any operating system patches and anti-virus software installation and support.
- The Customer is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.
- The Customer is responsible for the cost and acquisition of any 3rd party security certificates necessary for successful deployment. ConvergeOne can provide services for Security Audits and Certificate deployment which can be billed at an additional fee.
- The Customer is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to ConvergeOne.

- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. ConvergeOne can provide services for firmware updates through a change order and billed at an additional fee.
- ConvergeOne will provide port and protocol matrices as provided by the manufacturers for the equipment that is in this scope. If additional documentation is required for firewall configuration or security assessments, ConvergeOne can provide these services at an additional cost to the Customer upon request.
- VPN access will be provided to ConvergeOne resources to allow for work to be accomplished remotely when applicable. If unfettered remote access to the Customer network cannot be provided additional charges will be required.

12. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Invoices are due within thirty (30) days from the date of the invoice. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees, duties, or other amounts, however, designated and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

12.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: $20,191.00

- Milestone 1 (50%) - Project Initiation - Kick-Off Meeting, Resource Assignment, Design Completion
- Milestone 2 (50%) - Final Customer Acceptance of the Project

12.2. Project Expenses:

There are no anticipated project-related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arises, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make a reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

13. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:

Signature

Printed Name

Title

Date

PO Number

New VMware Infrastructure - Police Department

PREPARED FOR: City of San Leandro

PREPARED BY: John Brownfield
Account Executive
JBrownfield@convergeone.com

Jean-Claude Lefebvre
Solutions Architect
jlefebvre@convergeone.com

REFERENCE: Opportunity: OP-000777241
Solution: SO-000872962
Quote(s): QU-000492064

DATE: September 29, 2023

ConvergeOne

TABLE OF CONTENTS

1. Confidentiality Notice 3
2. Scope of Work - Terms and Conditions 3
3. Project Timeline Expectations 4
4. Project Overview 5
5. High-Level Architecture 6
6. Project Scope of Services 8
7. Project Management 13
8. Change Order Process 13
9. Milestone and/or Project Acceptance 14
10. Customer Responsibilities 14
11. Professional Services Assumptions 15
12. Professional Services Pricing and Billing Schedule 18
13. Customer Authorization to Proceed 19

1. CONFIDENTIALITY NOTICE

THE INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY, PRODUCED SOLELY FOR THE CUSTOMER IDENTIFIED ABOVE.

This Statement of Work ("SOW") is proprietary to ConvergeOne, Inc. and contains ConvergeOne, Inc. Confidential Information. It may not be disclosed in whole or in part without the express written authorization of ConvergeOne. No portion of this SOW may be duplicated or used for any purpose other than to receive Services or deliverables from ConvergeOne described herein.

2. SCOPE OF WORK - TERMS AND CONDITIONS

This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "ConvergeOne" or "Seller") and City of San Leandro ("Customer") and is subject to the terms and conditions of Master Agreement No. MNWNC-109, between the State of Minnesota (as the Lead State) and EMC Corporation, effective April 1, 2015 for Computer Equipment: Storage Related Peripherals and Services and the associated Participating Addendum No.7-15-70-34-004, between the State of California and EMC Corporation, effective November 10, 2015 (collectively, the "Agreement"), under which ConvergeOne is an authorized reseller. In the event of a conflict between the terms and conditions in the Agreement and this Order, the terms of the Agreement shall control.

The Customer's signature on this Order (or the Customer's issuance of a purchase order in connection with this Order) shall represent the Customer's agreement with each document in this Order.

This Order may include the sales of any of the following to Customer: (a) any hardware, third-party software, and/or Seller software (collectively, "Products"); any installation services, professional services, and/or third-party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services"); any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications

("Maintenance Services"). For ease of reference only, Professional Services, Managed Services, and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Any dates and/or time intervals listed in this Order are approximate and for planning purposes only. ConvergeOne will use commercially reasonable efforts to accommodate any requested dates; provided, however, project milestones will be fully discussed and mutually agreed upon between ConvergeOne and Customer after project kickoff.

Products and/or Services not specifically itemized are not provided herein. Any additional applications, technologies, integrations, or other Products and/or Services not specified herein, are not included in this SOW and may result in additional charges at any time during the project.

Unless signed, this Order will be valid for a period of thirty (30) days following the date hereof. Due to rapidly changing prices in the market for third-party Products and/or Services, after the expiration of the foregoing 30-day period, the Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s). Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

3. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, ConvergeOne will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of ConvergeOne and Customer resources.

The expected duration of this project has been budgeted at two (2) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

4. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the New VMware Infrastructure - Police Department project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of ConvergeOne personnel, and the responsibilities of the Customer.

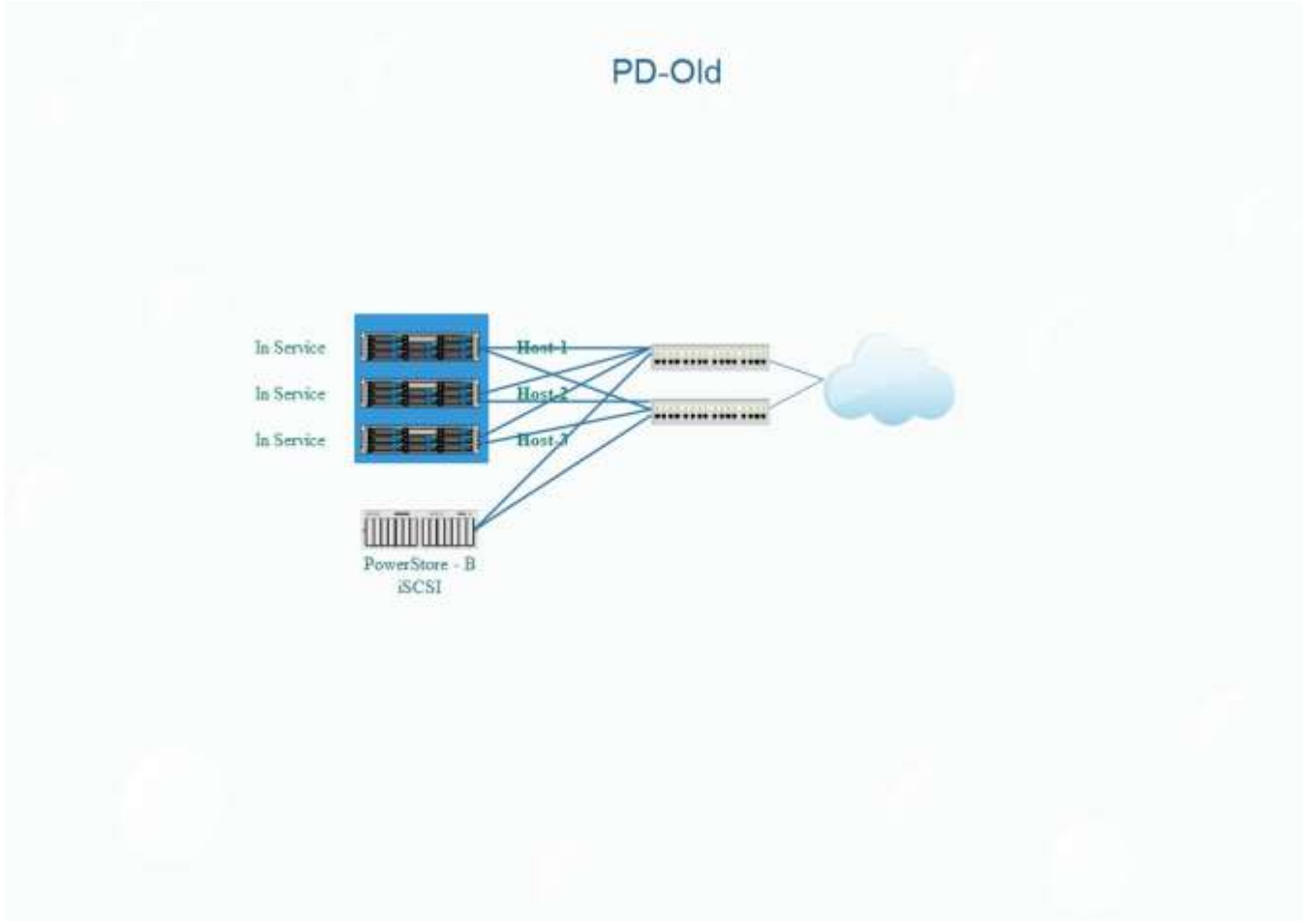
ConvergeOne will add and configure a new 5 nodes cluster to the existing infrastructure, the decommisioned PowerStore 1000T will be dedicated to the new cluster as well as the one from the "old" PD cluster. After successful migration of VM's ConvergOne will also create a storage cluster in VMware and allow DRS to balance VM's accross the two storage shelves. This cluster will be added as a detacenter cluster in the previously created vCenter.

The old infrastructure will be decommissioned after the successful deployment.

5. HIGH-LEVEL ARCHITECTURE

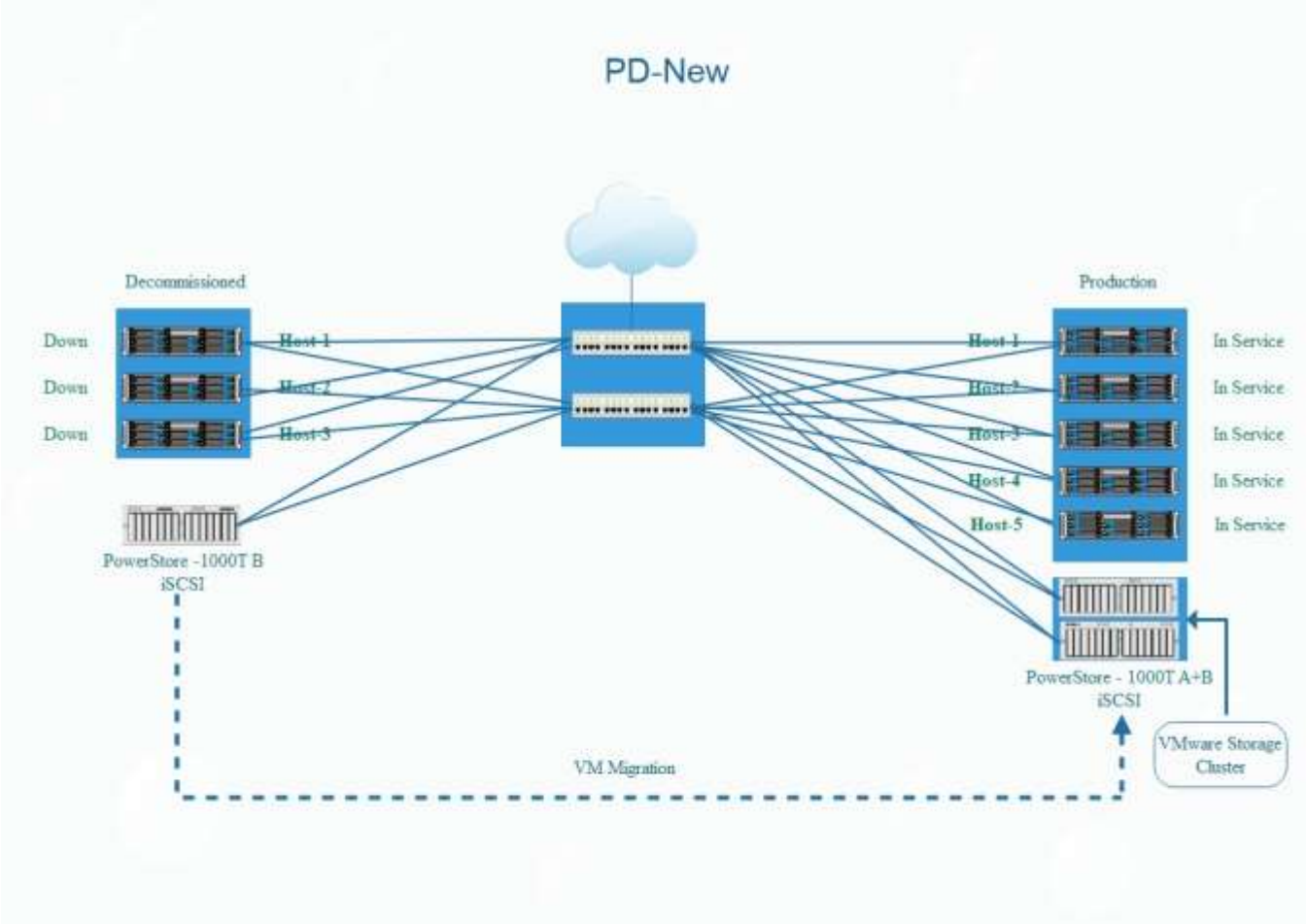
5.1. Existing Architecture

Exhibit 5-1



5.2. Proposed Architecture

Exhibit 5-2



6. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customers business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints, and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

6.1. Data Center Services

Compute Services

Dell Compute Configuration Services

Rackmount Server Services

ConvergeOne will install 5 rackmount servers

- Unpack and pre-stage servers.
- Rack-mount new equipment in customer-supplied rack.
- Connect power connections to customer-provided PDUs.
- Upgrade firmware.
    - Upgrade host firmware.
    - Reboot servers to apply the new host firmware.
- Configure IP addressing and network adapters.
- Configure switch port parameters and VLANs.-
- Configure and install signed certificates (if needed).
- Configure lights-out management.

ConvergeOne will configure the SSD storage for use as hypervisor storage.

Dell CloudIQ Configuration

- Verify customer has logged into DELL CloudIQ, and/or customer to create a new account.
- Add hardware to the CloudIQ console
- Validate HW is sending updates to the CloudIQ console.

- Confirm with the customer on adding 'read-only' access to the CloudIQ console for C1 Solution Architect. (requires email address)
  - Please Note: for PowerEdge server(s) Dell OpenManage Enterprise is required.

Storage Integration Services

ConvergeOne will integrate the new compute hosts with the Dell storage array.

The existing storage array is connected via ISCSI and will be used to connect the new hosts. ConvergeOne will verify the storage is visible via this protocol to the host or virtual machines located on the new host.

Table 6-1

Compute Prerequisite Details	
Is Dell iDRAC Enterprise included for all compute nodes?	Yes
LAN Switch Used For Compute Connections	N9K
Speed Of LAN Ports	10GB
Number Of LAN Ports/Switch	15
FC Switch To Be Used	Not Applicable
Number Of FC Ports	0
Speed Of FC Ports	Not Applicable

Storage Services

Dell Storage Configuration Services

Current version of the array operating system is PowerStore .

Storage Array Hardware Deployment Services

ConvergeOne will deploy the decommissioned (CH) PowerStore 1000T arrays. This will include inspection, coordination with the customer if downtime is required, installation, configuration, and basic testing of the new hardware for proper operation.

ConvergeOne will install PowerStore 1000T .

Storage vMotion Active Data Migration Services

ConvergeOne will utilize vCenter Storage vMotion to migrate 9 TB of data from the legacy storage to the new storage environment.

ConvergeOne will integrate the PowerStore 1000T from previous cluster into the new in addition to this deployment.

ConvergeOne will create a VMware Storage cluster using both PowerStore 1000T and let DRS rebalance the VM accross the cluster at PD.

Array Deployment Worksheet

Table 6-2

Array Hostname	
DNS Server IP Address(es)	
DNS Domain Suffix	
Email Relay Server IP Address or FQDN	
Email Domain Name	
Email Address(es) To Be Alerted	
NTP Server IP Address or FQDN	
HTTP Proxy Server IP Address or FQDN	

Dell CloudIQ Configuration

- Verify customer has logged into DELL CloudIQ, and/or customer to create a new account.
- Add hardware to the CloudIQ console
- Validate HW is sending updates to the CloudIQ console.
- Confirm with the customer on adding 'read-only' access to the CloudIQ console for C1 Solution Architect. (requires email address)

Table 6-3

Storage Prerequisite Details	
Speed Of LAN Ports	10GB
Number Of LAN Ports/Switch	2
Speed Of FC Ports	Not Applicable
Number of FC Ports	0
FC Switch To Be Used	Not Applicable

Networking Services

Cisco Networking Configuration Services

Review and Design Phase

- Conduct interactive sessions to understand Customer's business and strategic information technology ("IT") objectives and potential challenges.
- Work with Subject Matter Experts ("SMEs") and IT teams (Server, Storage, Network, Applications, etc.) to understand process, operational and technical details of the environment.
- Identify relevant Nexus best practice deployment methodologies and use cases to minimize Customer challenges.
- Identify the expected business and technical outcome based for this project.
- Review and obtain the site technical requirements with the Customer.
- Create a valid design document based on the Customer's hardware and software configuration.

High Level Implementation Tasks

ConvergeOne will install Cisco switches based on these tasks:

- Rack and stack
- Connect all cables
- Configure management network
- Confirm that the firmware is at the approved version, update as necessary
- Configure networking as per the design
- Configure uplinks connectivity
- Configure downlinks connectivity
- Configure VLANs
- Configure Interfaces
- Configure L2 Switching
- Configure security settings (as needed)
- Configure Analysis tools, alerts, and monitoring (as needed)

Virtualization Services

VMWare Virtualization Configuration Services

Host Hypervisor Installation/Upgrade

ConvergeOne will install the designated hypervisor onto 5 host servers via tasks outlined below.

- Create and configure hypervisor database
- Configure boot from SAN (if included below)
- Install Hypervisor onto host (if not using boot from SAN)
- Configure host to core trunks
- Configure VLAN's and VLAN interfaces
- Configure IP addressing and routing
- Configure storage connectivity to hosts
- Test networking, storage, and management
- Update drivers as needed for Ethernet/HBA adapters
- Create HA clusters and join hosts to HA cluster

Documentation Services

ConvergeOne will provide the customer with as-built documentation to include:

- Usernames
- Passwords
- Installed Versions
- IP Addressing
- Configuration Details (Show Run)
- Support Information
- Topological Diagram(s)
- Screen Shots (as appropriate)

Day-One Support Services

ConvergeOne will supply the customer with up to 8 hours of day one post deployment support to include troubleshooting and mitigation of any issues directly resulting from new installation or upgrades performed by ConvergeOne.

7. PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks during the deployment. ConvergeOne will designate a Project Manager who will act as the single point of accountability for all ConvergeOne contract deliverables for the duration of the Project. ConvergeOne follows the Project Management Body of Knowledge (PMBOK) for project delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

7.1. Project Manager

ConvergeOne will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by ConvergeOne, this individual will act as the Customers single point of contact for all planning and issues related to solution delivery. The ConvergeOne PM will work closely with the Customer to guide the implementation and work on a mutually agreed-upon schedule. The ConvergeOne Project Manager is responsible for the following:

- Conduct internal (ConvergeOne) and joint ConvergeOne/Customer meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.
- Schedule and manage required ConvergeOne resources and partners.
- Conduct Issue and Risk Management.
- Provide agenda and meeting notes.
- Track Customer and ConvergeOne project deliverables.
- Manage change orders and any associated billing with the Customer.
- Manage project closeout process, punch list, and Customer acceptance.

8. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either ConvergeOne or the Customer may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the ConvergeOne Project Manager. ConvergeOne will review the change and provide pricing as applicable before proceeding. The ConvergeOne Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the Customer, via email, or modified purchase order.

9. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide the Customer with an Acceptance Form. Upon delivery of the Acceptance Form, the Customer has 5 working days to review and accept. Failure to respond within the designated 5 day period, signifies the completion of the milestone or project. To refuse acceptance, the Customer must both indicate non-acceptance with written notification to ConvergeOne within the 5 day period noted above and describe why it was not accepted. ConvergeOne shall have up to 10 days after the receipt of such notice to correct the error given it is within ConvergeOne scope and control to do so. The period to correct the error may be extended by mutual consent.

10. CUSTOMER RESPONSIBILITIES

10.1. Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on the Customers behalf.
- Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all Customer responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.
- Attending all project status meetings.

10.2. Site Preparation:

- Ensure the equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
- Accept receipt of equipment and store it in a secure area. Retain shipping documentation, and inventory shipments by box count, and report any apparent external damage to the ConvergeOne Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that the existing Customer network is configured, connected, and operating within the manufacturer's specifications.

- Customers will provide QOS on all their network equipment to the WAN based on the Supplier's guidelines and requirements if carrying voice.

10.3. Ensure the availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.
- Provide all necessary IP addresses, subnet masks, and default gateways.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.
- Provide information on planned changes in the network.

11. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ConvergeOne may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

11.1. General Assumptions

- Unless explicitly stated otherwise, all services will be delivered remotely
- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding ConvergeOne designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this scope of work.
- The Customer must identify any specific requirements for maintenance windows and change control. The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications.
- All services, documentation, and project deliverables will be provided in English only.
- ConvergeOne will install specific software versions agreed upon at the time of project kickoff. Upgrades to the software are not included in the SOW. ConvergeOne may choose to install an upgrade if required by the manufacturer or to resolve a problem.
- The Customer is responsible for the underlying data infrastructure including network and virtualization. Systems must be capable of supporting the proposed solution. ConvergeOne can supply consulting and remediation services to ensure successful implementation, if not included in this scope, through a change order and billed at an additional fee.
- The Customer is responsible for all communications and scheduling of any contractors or vendors not managed by the ConvergeOne Project Manager.

- Any product or service delivery dates communicated outside of this SOW or the Project Plan, are not to be considered valid or binding.
- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than ConvergeOne and its subcontractors, ConvergeOne may invoice for service performed to date.
- The Customer is responsible to verify and arrange the installation of all applicable network connections and provide a functional network for application deployment.
- Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.
- The Customer is responsible for relocation, removal, and disposal of any previously installed Customer-owned equipment or cabling unless specifically agreed otherwise herein.
- The Customer is responsible to notify ConvergeOne if the site requires any specialized access for personnel and/or Union trades for any tasks associated with this SOW. Notification of requirements must take place prior to the quote. Any and all additional costs for post-quote changes or additional site restrictions requiring specialized training or Union Labor shall be chargeable to the Customer.
- The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
- Services not specifically called out in this SOW will be deemed out of scope.

11.2. Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.
- The Customer is responsible to have current licensing, maintenance, and support on the components of the servers, database, storage, and network infrastructure including hardware, software (including operating systems), and any associated costs.
- The Customer is responsible for any operating system patches and anti-virus software installation and support.
- The Customer is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.
- The Customer is responsible for the cost and acquisition of any 3rd party security certificates necessary for successful deployment. ConvergeOne can provide services for Security Audits and Certificate deployment which can be billed at an additional fee.
- The Customer is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to ConvergeOne.

- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. ConvergeOne can provide services for firmware updates through a change order and billed at an additional fee.
- ConvergeOne will provide port and protocol matrices as provided by the manufacturers for the equipment that is in this scope. If additional documentation is required for firewall configuration or security assessments, ConvergeOne can provide these services at an additional cost to the Customer upon request.
- VPN access will be provided to ConvergeOne resources to allow for work to be accomplished remotely when applicable. If unfettered remote access to the Customer network cannot be provided additional charges will be required.

12. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Invoices are due within thirty (30) days from the date of the invoice. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees, duties, or other amounts, however, designated and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

12.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: $18,063.00

- Milestone 1 (50%) - Project Initiation - Kick-Off Meeting, Resource Assignment, Design Completion
- Milestone 2 (50%) - Final Customer Acceptance of the Project

12.2. Project Expenses:

There are no anticipated project-related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arises, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make a reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

13. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:

Signature

Printed Name

Title

Date

PO Number

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Solution Summary

Data Center Upgrade Project

Customer: City of San Leandro
Ship To Address: 835 E 14TH ST
SAN LEANDRO, CA 94577
Bill To Address: 835 E 14TH ST
SAN LEANDRO, CA 94577
Customer ID: SPSCITSAN0003
Customer PO:

Primary Contact: Michael SINOR
Email: Msinor@sanleandro.org
Phone: 510-577-3385
National Account Manager: John Brownfield
Email: JBrownfield@convergeone.com
Phone: +14083530352

Solution Summary	Billing Frequency	Due	Total Project
Software	One-Time	$35,723.74	$35,723.74
Hardware	One-Time	$278,820.16	$278,820.16
Professional Services	One-Time	$39,254.00	$39,254.00
Maintenance			
VMWARE Maintenance	Prepaid	$34,587.09	$34,587.09
Project Subtotal			**$388,384.99**
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Estimated Recycle Fee			NOT INCLUDED
Project Total			**$388,384.99**

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: https://www.onec1.com/agreements . If Customer's Agreement is a master agreement entered into with one of C1's predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: https://www.onec1.com/agreements . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Notwithstanding anything to the contrary stated above, this Order is subject to the terms and conditions of the Public Sector Contract referenced herein, and such Public Sector Contract supersedes all references to a Master Sales Agreement, the Online General Terms and Conditions, and/or a Legacy Master Agreement referred above

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
City Hall - Servers										
1	210-AZKL	POWEREDGE R650XS	MNWNC-109 7-15-70-34-004		1	$208,044.25	$208,044.25	75.50%	$50,963.19	$50,963.19

Comment: 8x2.5 Front Storage
SAS/SATA Backplane
No Rear Storage
CTO POWEREDGE R650XS
TRUSTED PLATFORM MODULE 2.0 V3
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 1 CPU
Intel Xeon Gold 6338 2G, 32C/64T, 11.2GT/s, 48M Cache, Turbo, HT (205W) DDR4-3200
No Additional Processor
Heatsink for CPU greater than or equal to 185W
Blank for 1CPU Configuration
Performance Optimized
3200MT/s RDIMMs
64GB RDIMM 3200MT/S DUAL RANK 16GB
Unconfigured RAID
PERC H755 SAS Front
Front PERC Mechanical Parts, front load
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD
Power Saving Dell Active Power Controller
UEFI BIOS Boot Mode with GPT Partition
High Performance Fan x5
Dual, Hot-plug, Non Redundant Power Supply (2+0), 1400W, Mixed Mode
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)
Riser Config 4, 1xOCP 3.0(x16)+ 1x16LP
PowerEdge R650xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM
iDRAC9, Express 15G
No OCP 3.0 mezzanine NIC card, Blank Filler Only
No Bezel
Dell EMC Luggage Tag (x8 or x10 chassis)
BOSS Riser for R450/R650xs
BOSS controller card + with 1 M.2 Sticks 240G (No RAID)
No Quick Sync
iDRAC,Factory Generated Password
iDRAC Group Manager, Disabled
VMware ESXi 8.0 Embedded Image (License Not Included)
No Media Required
A11 drop-in/stab-in Combo Rails Without Cable Management Arm

Cable Management Arm
No Internal Optical Drive
No Systems Documentation, No OpenManage DVD Kit
PowerEdge R650xs Shipping
PowerEdge R650xs x8 Shipping Material
PowerEdge 1U CE Marking, No CCC Marking
Dell/EMC label (BIS) for Chassis
Dell Hardware Limited Warranty Plus Onsite Service
ProSupport 7x24 Technical Support and Assistance 3 Years
ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355
Certified Deployment Partner T2

				City Hall - Servers Subtotal:	$208,044.25			$50,963.19
City Hall - VMware									
2	VS8-EPL-C-T2	CPP T2 VSPH 8 ENT+ 1 PROC LICS Comment: Advantage+	NCPA 01-96	5	$3,673.50	$18,367.50	15.90%	$3,089.41	$15,447.05
3	VS8-EPL-3P-SSS-C	VMWARE PROD SNS VSPH 8 ENT+ 1 PROC 3Y LICS	NCPA 01-96	5	$2,964.00	$14,820.00	0.00%	$2,991.25	$14,956.25
4	VCS8-STD-C-T2	CPP T2 VCTR SERVER 8 STD VSPH 8LICS Comment: Advantage+	NCPA 01-96	1	$5,742.75	$5,742.75	15.90%	$4,829.64	$4,829.64
5	VCS8-STD-3P-SSS-C	PROD SNS VCTR SERVER 8 STD VSPHLICS 8 3 YR	NCPA 01-96	1	$4,632.00	$4,632.00	0.00%	$4,674.59	$4,674.59
				City Hall - VMware Subtotal:	$43,562.25			$39,907.53
City Hall - PowerStore									
6	210-BCZJ	POWERSTORE 1200T FIELD INSTALL	MNWNC-109 7-15-70-34-004	1	$368,316.11	$368,316.11	71.27%	$105,823.42	$105,823.42

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
		Comment: POWERSTORE 1200T FIELD INSTALL 384GB Appliance DIMM 192GB Per Node Thank you for choosing Dell P1 25X2.5 NVME SED SSD 1.92TB PowerStore NVRAM FIPS QTY 2 PowerStore Base SW 25GBE OPTICAL 4 PORT CARD PAIR Dual 1800W (200-240V) Power Supply, includes C13/C14 Power Cords PowerStore Base Enclosure Install Kit 3M ACTIVE 10G TWINAX CABLE QTY 2 ISG Product (info) Dell Hardware Limited Warranty ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended ProSupport Mission Critical 7x24 Technical Support and Assistance 5 Years Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 ProSupport: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 5 Years Informational Purposes Only On-Site Installation Declined									
					City Hall - PowerStore Subtotal:		$368,316.11			$105,823.42
City Hall - Professional Services										
7	PS-CUS-ECS-	EMC CONSULTING SERVICE	MNWNC-109 7-15-70-34-004		1	$199,000.00	$199,000.00	98.21%	$3,556.00	$3,556.00
8	PS-CUS-ECS-	EMC CONSULTING SERVICE	MNWNC-109 7-15-70-34-004		1	$199,000.00	$199,000.00	99.93%	$136.00	$136.00
9	PS-CUS-ECS-	EMC CONSULTING SERVICE	MNWNC-109 7-15-70-34-004		1	$199,000.00	$199,000.00	92.07%	$15,784.00	$15,784.00
10	PS-CUS-ECS-	EMC CONSULTING SERVICE	MNWNC-109 7-15-70-34-004		1	$199,000.00	$199,000.00	99.64%	$715.00	$715.00
					City Hall - Professional Services Subtotal:		$796,000.00			$20,191.00
Police Department - Servers										
11	210-AZKL	POWEREDGE R650XS	MNWNC-109 7-15-70-34-004		1	$208,044.25	$208,044.25	75.50%	$50,963.19	$50,963.19

Comment: 8x2.5 Front Storage
SAS/SATA Backplane
No Rear Storage
CTO POWEREDGE R650XS
TRUSTED PLATFORM MODULE 2.0 V3
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 1 CPU
Intel Xeon Gold 6338 2G, 32C/64T, 11.2GT/s, 48M Cache, Turbo, HT (205W) DDR4-3200
No Additional Processor
Heatsink for CPU greater than or equal to 185W
Blank for 1CPU Configuration
Performance Optimized
3200MT/s RDIMMs
64GB RDIMM 3200MT/S DUAL RANK 16GB
Unconfigured RAID
PERC H755 SAS Front
Front PERC Mechanical Parts, front load
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD
Power Saving Dell Active Power Controller
UEFI BIOS Boot Mode with GPT Partition
High Performance Fan x5
Dual, Hot-plug, Non Redundant Power Supply (2+0), 1400W, Mixed Mode
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)
Riser Config 4, 1xOCP 3.0(x16)+ 1x16LP
PowerEdge R650xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM
iDRAC9, Express 15G
No OCP 3.0 mezzanine NIC card, Blank Filler Only
No Bezel
Dell EMC Luggage Tag (x8 or x10 chassis)
BOSS Riser for R450/R650xs
BOSS controller card + with 1 M.2 Sticks 240G (No RAID)
No Quick Sync
iDRAC,Factory Generated Password
iDRAC Group Manager, Disabled
VMware ESXi 8.0 Embedded Image (License Not Included)
No Media Required
A11 drop-in/stab-in Combo Rails Without Cable Management Arm
Cable Management Arm
No Internal Optical Drive
No Systems Documentation, No OpenManage DVD Kit
PowerEdge R650xs Shipping
PowerEdge R650xs x8 Shipping Material
PowerEdge 1U CE Marking, No CCC Marking
Dell/EMC label (BIS) for Chassis
Dell Hardware Limited Warranty Plus Onsite Service
ProSupport 7x24 Technical Support and Assistance 3 Years
ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-

3355
Certified Deployment Partner T2

			Police Department - Servers Subtotal:		$208,044.25			$50,963.19
Police Department - VMware								
12 VS8-EPL-3P-SSS-C	VMWARE PROD SNS VSPH 8 ENT+ 1 PROC 3Y LICS	NCPA 01-96	5	$2,964.00	$14,820.00	0.00%	$2,991.25	$14,956.25
13 VS8-EPL-C-T2	CPP T2 VSPH 8 ENT+ 1 PROC LICS Comment: Advantage+	NCPA 01-96	5	$3,673.50	$18,367.50	15.90%	$3,089.41	$15,447.05
			Police Department - VMware Subtotal:		$33,187.50			$30,403.30
Police Department - Professional Services								
14 PS-CUS-ECS-	EMC CONSULTING SERVICE	MNWNC-109 7-15-70-34-004	1	$199,000.00	$199,000.00	98.35%	$3,287.00	$3,287.00
15 PS-CUS-ECS-	EMC CONSULTING SERVICE	MNWNC-109 7-15-70-34-004	1	$199,000.00	$199,000.00	99.93%	$135.00	$135.00
16 PS-CUS-ECS-	EMC CONSULTING SERVICE	MNWNC-109 7-15-70-34-004	1	$199,000.00	$199,000.00	93.00%	$13,933.00	$13,933.00
17 PS-CUS-ECS-	EMC CONSULTING SERVICE	MNWNC-109 7-15-70-34-004	1	$199,000.00	$199,000.00	99.64%	$708.00	$708.00
			Police Department - Professional Services Subtotal:		$796,000.00			$18,063.00
New SSD - PowerStore Upgrades								
18 210-ASTY	POWERSTORE UPGRADES	MNWNC-109 7-15-70-34-004	2	$90,242.82	$180,485.64	60.62%	$35,535.18	$71,070.36
	Comment: Quote includes 2 bundles of 6 SSD drives each = 12 total. PowerStore Upgrades P1 25X2.5 NVME SED SSD 1.92TB UG ISG Product (info) Upgrade Order Dell Hardware Limited Warranty ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 ProSupport: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 3 Years Certified Deployment Partner T2 Informational Purposes Only							
			New SSD - PowerStore Upgrades Subtotal:		$180,485.64			$71,070.36

New SSD - Professional Services

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
19	PS-CUS-ECS-	EMC CONSULTING SERVICE	MNWNC-109 7-15-70-34-004		1	$199,000.00	$199,000.00	99.50%	$1,000.00	$1,000.00
		Comment: No SoW Required for ProServices. Will be billed separately.								
						New SSD - Professional Services Subtotal:	$199,000.00			$1,000.00
						Total:	**$2,832,640.00**		**$304,204.53**	**$388,384.99**