CHANGE ORDER # 2

Pursuant to Section 7 of the Agreement for Infrastructure Refresh Project ("Agreement") between the City of San José ("City") and SHI International Corporation ("Contractor"), the Agreement is hereby amended as follows:

The following hardware is being purchased in accordance with the terms and conditions of the Agreement:

Item	Quantity	Price per Unit	Extended Price	Tax (9.375%)	Total
128GB DDR4-2666 ECC LRDIMM for Dell – A9781931, SNP917VKC/128G	144	$1,388	$199,872	$18,738	$218,610
				TOTAL NOT TO EXCEED	**$218,610**

Section 8.1 "Contract Maximum" is hereby amended to read as set forth below:

The total contract price in U.S. dollars shall not exceed **Two Million Three Hundred Seventy-Four Thousand Four Hundred Forty Dollars ($2,374,440)** during the Initial Term ("Maximum Compensation"). The terms, rates, and schedule of payment are set forth in the attached Second Revised Exhibit B, entitled "Compensation." Contractor shall submit to City invoices at the completion of each milestone, but no more frequently than monthly, with a breakdown of Services as provided in the attached Second Revised Exhibit B, entitled "Compensation." City will make payments to Contractor within thirty (30) days after the date of approval of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

Revised Exhibit B "Compensation and Payment Schedule" is hereby amended as set forth in the Second Revised Exhibit B, which is attached hereto and incorporated herein.

All general terms and conditions of the Agreement not expressly modified by this Change Order shall remain in full force and effect.

Total Cost of Change	$218,610
Total Credit of Change	0
Previous Amendments and/or Change Orders	9,000
Original Contract	2,146,830
NEW NOT-TO-EXCEED CONTRACT AMOUNT	**$2,374,440**

ACCEPTANCE

Contractor hereby agrees to accept the amount set forth herein as payment in full for the work described and further agrees that Contractor is not entitled to additional time or compensation for such work except as set forth herein.

Contractor

Elisabeth Arnold
elisabeth_arnold@shi.com (1/6/2022)
Email: elisabeth_arnold@shi.com

Elisabeth Arnold
Lead Contracts Specialist

APPROVED AS TO FORM

Diana Yuan
Diana Yuan (1/6/2022)
Email: diana.yuan@sanjoseca.gov

Diana Yuan
Deputy City Attorney

City

Jennifer Cheng
Jennifer Cheng (1/6/2022)
Email: jennifer.cheng@sanjoseca.gov

Jennifer Cheng
Deputy Director, Finance

SECOND REVISED EXHIBIT B
COMPENSATION AND PAYMENT SCHEDULE

1   Compensation and Payment Terms

   1.1   The maximum amount payable for all products and services provided under this Agreement shall not exceed **Two Million Three Hundred Seventy-Four Thousand Four Hundred Forty Dollars ($2,374,440)** during the Initial Term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.

   1.2   Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms, following delivery and acceptance of designated milestones as shown below in Table B1: Payment Schedule. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.

   1.3   Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect each deliverable and reject upon notification to Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by Contractor. If City receives deliverables with defects or nonconformities not reasonably apparent on inspection, the City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

2   Project Performance and Payment Schedule

   2.1   Work shall commence within two weeks of Agreement execution. All timeline dates are understood to be close of business, 5:00 pm Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.

   2.2   Compensation and payments shall be made to Contractor by City based on Net Thirty (30) days payment terms.

   2.3   Implementation Invoicing Procedure: Contractor will invoice the City upon completion of each milestone but not more frequently than monthly.

   2.4   Ongoing Annual Services Invoicing Procedure: Contractor shall invoice the City annually for applicable Subscription, Technical Support, and Maintenance fees beginning on the date of final acceptance. City shall prepay a year in advance for Subscription, Hosting, Technical Support, and Maintenance services provided under the Agreement. In the event of early termination of the Agreement,

Contractor shall refund the City on a pro-rated basis any fees paid in advance that have not been expended as of the date of termination, including third party software to the extent required by the end user license agreement.

2.5   The City agrees to compensate Contractor for the Services performed and the Software and software customizations provided in accordance with the terms and conditions of this Agreement. Contractor shall invoice City in accordance with the Payment Schedule in Table B1 below:

Table B1: Payment Schedule

Milestone/Deliverable	Estimated Delivery Date	Payment	% Complete
IMPLEMENTATION SERVICES			
Project Kick-Off / Project Management / Project Implementation Plan	10/14/19	$57,244.70	13.4
Requirements Gathering / Design Plan	10/17/19	63,516.44	14.8
Small Scale Environment Installation and Testing	11/04/19	25,255.87	5.9
Solution Deployment at Primary Data Center	02/03/20	20,604.70	4.8
Backup / Failover Deployment at Secondary Data Center and Cloud	04/01/20	20,604.00	4.8
Setup of Private Secure Cloud Environment	06/01/20	0.00	0.0
Migration of City's environment, including physical and VM servers, databases, and storage to the new Solution	06/02/20	33,674.50	7.9
On-Site Co-Work and Delivery of City-Specific Runbook	06/22/20	50,511.75	11.8
Test Plans, Testing, and Project Documentation	08/24/20	54,214.10	12.7
Go-Live	08/25/20	16,837.94	3.9
Final Acceptance	09/18/20	85,616.00	20.0
SUBTOTAL NOT TO EXCEED		**$428,080.00**	**100%**
HARDWARE, SOFTWARE, SUPPORT & MAINTENANCE			
Veeam Licensing and Support (5 years)	3 Days ARO*	$25,107.84	
VMware Licensing and Support (5 years)	3 Days ARO*	658,880.46	
Nutanix Licensing and Support (5 years)	3 Days ARO*	148,875.00	
Site 1A Hardware Total	3 Weeks ARO*	169,858.38	
Site 1B Hardware Total	3 Weeks ARO*	76,280.54	
Site 2 Hardware Total	3 Weeks ARO*	179,747.69	
Open Data Environment – Additional Storage/Compute (reduced in CO #1)		~~400,000~~ 384,000	
CONTRACT ADDITIONS			
Extension of Micro Segmentation Implementation (added in CO #1)	13 Days ARO*	25,000	
Purchase of additional hardware (144 units of 128GB DDR4) **(added this CO #2)**	13 Days ARO*	218,610	
SUBTOTAL NOT TO EXCEED		**$1,886,359.91**	
Not to Exceed Sales Tax		**$60,000**	
TOTAL NOT TO EXCEED (5-YEAR INITIAL TERM)		**$2,374,439.91**	

All amounts stated above are in United States Currency.

The signed Final System Acceptance Certificate (Exhibit A-4) triggers payment of the 20% retainer.

All SKU references are as indicated or next generation as applicable.

No Evaluation Licenses are included in this Agreement.

*After Receipt of Order

Table B2: Price List

Brand	SKU	Description	Quantity	Unit Price	Extended
5-year Support & Maintenance (for existing software licenses)					
VEEAM	V-VBRENT-VS-P0ARW-00	Annual Basic Maintenance Renewal Expired (Fee Waived) - Veeam Backup & Replication Enterprise	18	340.21	6123.78
VEEAM	V-VBRENT-VS-P01AR-00	Annual Basic Maintenance Renewal - Veeam Backup & Replication Enterprise	18	340.21	6123.78
VEEAM	V-VBRENT-VS-P03YP-00	3 additional years of Basic maintenance prepaid for Veeam Backup & Replication Enterprise	18	585.45	10,538.10
VEEAM	V-VBRENT-VS-P01MR-00	Monthly Basic Maintenance Renewal - Veeam Backup & Replication Enterprise	126	18.43	2322.18
				VEEAM SUBTOTAL	**$25,107.84**
VMWARE	EDU-CR-15-2	Consulting & Learning Credits - Prepaid Services PSO Credit 151-600	240	79.62	19,108.80
Perpetual Software License					
VMWARE	VS6-ENT-OEPL-UG-C	Upgrade: VMware vSphere 6 Enterprise to vSphere 6 with Operations Management Enterprise Plus for 1 Processor	30	1254.72	37,641.60
VMWARE	VCS6-STD-C-2	VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	1	4772.09	4772.09
VMWARE	VR-NI-ANXC-C-2	VMware vRealize Network Insight Advanced (per CPU)	30	895.24	26,857.20
VMWARE	NX-DC-ADV-C-2	VMware NSX Data Center Advanced per Processor	30	3798.76	113,962.80
VMWARE	VC-SRM8-25E-C-2	VMware Site Recovery Manager 8 Enterprise (25 VM Pack)	10	8814.21	88,142.10
VMWARE	VS6-RBADV25-C2	VMware vSphere 6 Remote Office Branch Office Advanced (25 VM pack)	1	3581.96	3581.96
5-year Support & Maintenance (for new software licenses)					
VMWARE	VS6-OEPL-P-SSS-C	Production Support/Subscription VMware vSphere 6 with Operations Management Enterprise Plus with 5-year support	30	3441.00	103,230.00
VMWARE	VCS6-STD-P-SSS-C-2	Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 1 year with 5-year support	1	5249.29	5249.29
VMWARE	VR-NI-ANXC-P-SSS-C2	Production Support/Subscription for VMware vRealize Network Insight Advanced (per CPU) for 1 year with 5-year support	30	984.77	29,543.10
VMWARE	NX-DC-ADV-P-SSS-C-2	Production Support/Subscription for VMware NSX Data Center Advanced per Processor for 1 year with 5-year support	30	4178.62	125,358.60
VMWARE	VC-SRM8-25E-PSSS-C2	Production Support/Subscription for VMware Site Recovery Manager 8 Enterprise (25 VM Pack) for 1 year with 5-year support	10	9695.63	96,956.30
VMWARE	VS6-RBADV25-P-SSS-C2	Production Support/Subscription for VMware vSphere 6 Remote Office Branch Office Advanced (25 VM pack) for 1 year with 5-year support	1	4476.62	4476.62
				VMWARE SUBTOTAL	**$658,880.46**
5-year Support & Maintenance (for existing software licenses)					
NUTANIX 6M9734	SW-PRO-PRD-5YR	5YR SW FOUND HYPERVISOR AGNOSTIC VM PRISM MGMT PRO 24/7	15	9,925.00	148875.00
				NUTANIX SUBTOTAL	**$148,875.00**

SITE 1A – Workload/Edge Cluster (6-node)					
DELL EMC XC740XD	210-ANLT	Dell EMC XC740xdENT, XC CORE	6	$28,309.73	$169,858.38
	619-AMNB	Nutanix OS for ESXI 6.0	6		
	329-BDKH	PowerEdge R740/R740XD Motherboard	6		
	461-AADZ	No Trusted Platform Module	6		
	321-BCPY	Chassis with Up to 24 x 2.5" Hard Drives for 2CPU	6		
	350-BBMQ	XC740xdENT 24	6		
	817-BBRF	Nutanix XC740XD-24, Custom	6		
	379-BCUT	XC Core Order, Nutanix license and maintenance not included	6		
	340-BZGD	Dell EMC XC740xdENT Shipping	6		
	343-BBFU	PowerEdge R740 Shipping Material	6		
	338-BLMK	Intel Xeon Gold 6142 2.6G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (150W) DDR4-2666	6		
	374-BBOF	Intel Xeon Gold 6142 2.6G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (150W) DDR4-2666	6		
	817-BBTW	Intel Xeon Gold 6142, CPU Nutanix Custom	6		
	817-BBTW	Intel Xeon Gold 6142, CPU Nutanix Custom	6		
	412-AAIR	Standard 2U Heatsink	6		
	412-AAIR	Standard 2U Heatsink	6		
	370-ADNU	2666MT/s RDIMMs	6		
	370-AAIP	Performance Optimized	6		
	780-BCDI	No RAID	6		
	405-AANK	HBA330+ Controller Adapter, Low Profile	6		
	403-BBRQ	BOSS controller card + with 2 M.2 Sticks 120G (RAID 1),FH	6		
	385-BBKT	iDRAC9,Enterprise	6		
	379-BCQY	iDRAC Group Manager, Disabled	6		
	379-BCSG	iDRAC,Legacy Password	6		
	330-BBLG	Riser Config 6, 5 x8, 3 x16 slots	6		
	555-BCKO	Intel X710 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet, Network Daughter Card	6		
	385-BBKH	32GB microSDHC/SDXC Card	6		
	385-BBLE	IDSDM and Combo Card Reader	6		
	384-BBPY	6 Standard Fans for R740/740XD	6		
	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	6		
	350-BBMU	Dell EMC Bezel	6		
	350-BBJU	Quick Sync 2 (At-the-box mgmt)	6		
	384-BBBL	Performance BIOS Settings	6		
	634-BIQG	Legacy BIOS Boot Mode with MBR Partition	6		
	770-BBBR	ReadyRails Sliding Rails with Cable Management Arm	6		
	631-AACK	No Systems Documentation, No OpenManage DVD Kit	6		
	816-0486	Dell Hardware Limited Warranty 1 Year	6		
	816-0487	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	6		
	816-0489	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 4 Years	6		

	816-0497	ProSupport Mission Critical:7x24 HW/SW Tech Support and Assistance, 5 Years	6		
	975-3461	Dell Limited Hardware Warranty Extended Year(s)	6		
	989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	6		
	332-1286	US Order	6		
	995-8131	Information Only, Channel Partner Installation Required	6		
	813-5911	Declined ProSupport for Multivendor Software 5 Years	6		
	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	144		
	817-BBPR	Nutanix, 32GB RDIMM, 2666MT/s, Dual Rank, Custom	144		
	400-ASHI	1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	96		
	817-BBOU	Nutanix, 1.2TB 10K Custom	96		
	400-ASGG	3.84TB SSD SAS Read Intensive 12Gbps 512n 2.5in Hot-plug Drive, PX05SR,1 DWPD,7008 TBW	24		
	817-BBPL	Nutanix, 3.84TB SSD Custom	24		
	540-BBHP	Intel X710 Dual Port 10Gb Direct Attach, SFP+, Converged Network Adapter	6		
	817-BBOR	Nutanix Custom Software Maintenance 2 Port Network Interface Card	6		
	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	12		
		SITE 1A HARDWARE SUBTOTAL			**$169,858.38**

ITE 1B – Management Cluster (3-node)					
DELL EMC XC740XD	**210-ANLT**	**Dell EMC XC740xdENT, XC CORE**	**3**	**$13,723.73**	**$41,171.19**
	619-AMNB	Nutanix OS for ESXI 6.0	3		
	329-BDKH	PowerEdge R740/R740XD Motherboard	3		
	461-AADZ	No Trusted Platform Module	3		
	321-BCPY	Chassis with Up to 24 x 2.5" Hard Drives for 2CPU	3		
	350-BBMQ	XC740xdENT 24	3		
	817-BBRF	Nutanix XC740XD-24, Custom	3		
	379-BCUT	XC Core Order, Nutanix license and maintenance not included	3		
	340-BZGD	Dell EMC XC740xdENT Shipping	3		
	343-BBFU	PowerEdge R740 Shipping Material	3		
	338-BLMK	Intel Xeon Gold 6142 2.6G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (150W) DDR4-2666	3		
	374-BBOF	Intel Xeon Gold 6142 2.6G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (150W) DDR4-2666	3		
	817-BBTW	Intel Xeon Gold 6142, CPU Nutanix Custom	3		
	817-BBTW	Intel Xeon Gold 6142, CPU Nutanix Custom	3		
	412-AAIR	Standard 2U Heatsink	3		
	412-AAIR	Standard 2U Heatsink	3		
	370-ADNU	2666MT/s RDIMMs	3		
	370-AAIP	Performance Optimized	3		
	780-BCDI	No RAID	3		
	405-AANK	HBA330+ Controller Adapter, Low Profile	3		

	403-BBRQ	BOSS controller card + with 2 M.2 Sticks 120G (RAID 1),FH	3		
	385-BBKT	iDRAC9,Enterprise	3		
	379-BCQY	iDRAC Group Manager, Disabled	3		
	379-BCSG	iDRAC,Legacy Password	3		
	330-BBLG	Riser Config 6, 5 x8, 3 x16 slots	3		
	555-BCKO	Intel X710 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet, Network Daughter Card	3		
	385-BBKH	32GB microSDHC/SDXC Card	3		
	385-BBLE	IDSDM and Combo Card Reader	3		
	384-BBPY	6 Standard Fans for R740/740XD	3		
	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	3		
	350-BBMU	Dell EMC Bezel	3		
	350-BBJU	Quick Sync 2 (At-the-box mgmt)	3		
	384-BBBL	Performance BIOS Settings	3		
	634-BIQG	Legacy BIOS Boot Mode with MBR Partition	3		
	770-BBBR	ReadyRails Sliding Rails with Cable Management Arm	3		
	631-AACK	No Systems Documentation, No OpenManage DVD Kit	3		
	816-0486	Dell Hardware Limited Warranty 1 Year	3		
	816-0487	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	3		
	816-0489	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 4 Years	3		
	816-0497	ProSupport Mission Critical:7x24 HW/SW Tech Support and Assistance, 5 Years	3		
	975-3461	Dell Limited Hardware Warranty Extended Year(s)	3		
	989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	3		
	332-1286	US Order	3		
	995-8131	Information Only, Channel Partner Installation Required	3		
	813-5911	Declined ProSupport for Multivendor Software 5 Years	3		
	370-ADND	16GB RDIMM, 2666MT/s, Dual Rank	24		
	817-BBOT	Nutanix,16GB RDIMM, 2666MT/s, Dual Rank, Custom	24		
	400-ASEK	400GB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug Drive, PM1635a,3 DWPD,2190 TBW	6		
	817-BBRG	Nutanix, 400GB SSD Custom	6		
	400-ARXC	1.8TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive	36		
	817-BBPI	Nutanix, 1.8TB 10K Custom	36		
	540-BBHP	Intel X710 Dual Port 10Gb Direct Attach, SFP+, Converged Network Adapter	3		
	817-BBOR	Nutanix Custom Software Maintenance 2 Port Network Interface Card	3		
	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	6		
DELL EMC	DD6300-34TB-B	SYSTEM DD6300-12X4 34TB NFS CIFS B	1	35,109.35	35,109.35

DD6300 SOLUTION					
	PC-NA120V-1	POWER CORD NORAMERICA120V 5-15P C13 2M	4		
	C-FLDIN6300	DD6300 OPTION - FIELD INSTALL KIT	1		
	C-ES30-60S-G3-B	OPT,ES30 SHELF,15X4TB SAS HDD,FIELD G3 B	1		
	DD6300	SYSTEM DD6300 NFS CIFS	1		
	C-10GBTM4P-NF	DD 10GBASE T IO MODULE 4PORT	2		
	C-6300-SASSLICG2-B	ADD ES EXP KIT,DUAL PATH,DD6300,UPG B	1		
	DD6300-1E60	SYSTEM DD6300+1ES60	1		
	C-DD6300EXPKIT-I	DD6300 OPTION - EXPANSION KIT DIMM SSD I	1		
	M-PSM-HW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-HARDWARE	1		
	DDOS-60	DOCS DD OS DOC 6=IA	1		
	458-001-335	DD6300 OPERATING ENVIRONMENT SOFTWARE	1		
	456-109-424	LICENSE BASE DD OE DD6300=IA	1		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-002-006	DD BOOST/REPLICATION AIO ENABLER=CB	1		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-929	DD6300 SSD CAPACITY LICENSE	1		
	456-111-330	FS 800GB 0.8TB RAW=CF	2		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-800	DD SOFTWARE=CB	60		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-928	DD6300 RAW SHELF CAPACITY LICENSE	1		
	456-111-961	ES30 4TB ACT 60TB RAW=CB	1		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-801	DD BOOST SOFTWARE OPTION=CB	60		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-802	DD REPLICATION SOFTWARE OPTION=CB	60		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-930	DD6300 STORAGE MIGRATION LICENSE	1		
	456-111-969	LIC DD STORAGE MIGRATION=IA	1		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
		SITE 1B HARDWARE SUBTOTAL			**76,280.54**

SITE 2 – SQL Cluster					
DELL EMC XC740XD	**210-ANLT**	**Dell EMC XC740xdENT, XC CORE**	**6**	**24,106.39**	**144,638.34**
	619-AMNB	Nutanix OS for ESXI 6.0	6		
	329-BDKH	PowerEdge R740/R740XD Motherboard	6		
	461-AADZ	No Trusted Platform Module	6		
	321-BCPY	Chassis with Up to 24 x 2.5" Hard Drives for 2CPU	6		
	350-BBMQ	XC740xdENT 24	6		
	817-BBRF	Nutanix XC740XD-24, Custom	6		
	379-BCUT	XC Core Order, Nutanix license and maintenance not included	6		
	340-BZGD	Dell EMC XC740xdENT Shipping	6		
	343-BBFU	PowerEdge R740 Shipping Material	6		
	338-BLMK	Intel Xeon Gold 6142 2.6G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (150W) DDR4-2666	6		
	374-BBOF	Intel Xeon Gold 6142 2.6G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (150W) DDR4-2666	6		
	817-BBTW	Intel Xeon Gold 6142, CPU Nutanix Custom	6		
	817-BBTW	Intel Xeon Gold 6142, CPU Nutanix Custom	6		
	412-AAIR	Standard 2U Heatsink	6		
	412-AAIR	Standard 2U Heatsink	6		
	370-ADNU	2666MT/s RDIMMs	6		
	370-AAIP	Performance Optimized	6		
	780-BCDI	No RAID	6		
	405-AANK	HBA330+ Controller Adapter, Low Profile	6		
	403-BBRQ	BOSS controller card + with 2 M.2 Sticks 120G (RAID 1),FH	6		
	385-BBKT	iDRAC9,Enterprise	6		
	379-BCQY	iDRAC Group Manager, Disabled	6		
	379-BCSG	iDRAC,Legacy Password	6		
	330-BBLG	Riser Config 6, 5 x8, 3 x16 slots	6		
	555-BCKO	Intel X710 DP 10Gb DA/SFP+, + I350 DP 1Gb Ethernet, Network Daughter Card	6		
	385-BBKH	32GB microSDHC/SDXC Card	6		
	385-BBLE	IDSDM and Combo Card Reader	6		
	384-BBPY	6 Standard Fans for R740/740XD	6		
	450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	6		
	350-BBMU	Dell EMC Bezel	6		
	350-BBJU	Quick Sync 2 (At-the-box mgmt)	6		
	384-BBBL	Performance BIOS Settings	6		
	634-BIQG	Legacy BIOS Boot Mode with MBR Partition	6		
	770-BBBR	ReadyRails Sliding Rails with Cable Management Arm	6		
	631-AACK	No Systems Documentation, No OpenManage DVD Kit	6		
	816-0486	Dell Hardware Limited Warranty 1 Year	6		
	816-0487	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	6		
	816-0489	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 4 Years	6		
	816-0497	ProSupport Mission Critical:7x24 HW/SW Tech Support and Assistance, 5 Years	6		

	975-3461	Dell Limited Hardware Warranty Extended Year(s)	6		
	989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	6		
	332-1286	US Order	6		
	995-8131	Information Only, Channel Partner Installation Required	6		
	813-5911	Declined ProSupport for Multivendor Software 5 Years	6		
	370-ADNF	32GB RDIMM 2666MT/s Dual Rank	144		
	817-BBPR	Nutanix, 32GB RDIMM, 2666MT/s, Dual Rank, Custom	144		
	400-ASHI	1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	96		
	817-BBOU	Nutanix, 1.2TB 10K Custom	96		
	400-ASGE	1.92TB SSD SATA Mix Use 6Gbps 512n 2.5in Hot-plug Drive, SM863a,3 DWPD,10512 TBW	24		
	817-BBRC	Nutanix, 1.92TB SSD Custom	24		
	540-BBHP	Intel X710 Dual Port 10Gb Direct Attach, SFP+, Converged Network Adapter	6		
	817-BBOR	Nutanix Custom Software Maintenance 2 Port Network Interface Card	6		
	450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	12		
DELL EMC DD6300 SOLUTION	**DD6300-34TB-B**	**SYSTEM DD6300-12X4 34TB NFS CIFS B**	**1**	**35,109.35**	**35,109.35**
	PC-NA120V-1	POWER CORD NORAMERICA120V 5-15P C13 2M	4		
	C-FLDIN6300	DD6300 OPTION - FIELD INSTALL KIT	1		
	C-ES30-60S-G3-B	OPT,ES30 SHELF,15X4TB SAS HDD,FIELD G3 B	1		
	DD6300	SYSTEM DD6300 NFS CIFS	1		
	C-10GBTM4P-NF	DD 10GBASE T IO MODULE 4PORT	2		
	C-6300-SASSLICG2-B	ADD ES EXP KIT,DUAL PATH,DD6300,UPG B	1		
	DD6300-1E60	SYSTEM DD6300+1ES60	1		
	C-DD6300EXPKIT-B	DD6300 OPTION - EXPANSION KIT DIMM SSD B	1		
	M-PSM-HW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-HARDWARE	1		
	DDOS-60	DOCS DD OS DOC 6=IA	1		
	458-001-335	DD6300 OPERATING ENVIRONMENT SOFTWARE	1		
	456-109-424	LICENSE BASE DD OE DD6300=IA	1		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-002-006	DD BOOST/REPLICATION AIO ENABLER=CB	1		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-929	DD6300 SSD CAPACITY LICENSE	1		

	456-111-330	FS 800GB 0.8TB RAW=CF	2		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-800	DD SOFTWARE=CB	60		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-928	DD6300 RAW SHELF CAPACITY LICENSE	1		
	456-111-961	ES30 4TB ACT 60TB RAW=CB	1		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-801	DD BOOST SOFTWARE OPTION=CB	60		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-802	DD REPLICATION SOFTWARE OPTION=CB	60		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
	458-001-930	DD6300 STORAGE MIGRATION LICENSE	1		
	456-111-969	LIC DD STORAGE MIGRATION=IA	1		
	M-PSM-SW-DD-DD1	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1		
			SITE 2 HARDWARE SUBTOTAL		**$179,747.69**

OPTIONAL ADD-ONS (includes warranty + tax + shipping and handling)

Additional 50 TB of Storage	$28,966.00
Additional 100 TB of Storage	$57,932.00
Additional 200 TB of Storage	$115,864.00
Additional 500 TB of Storage	$289,660.00
Additional 1 PB of Storage	$579,320.00

vRealize Suite Advanced, including Annual Subscriptions, Support & Maintenance	$136,273.85	5-year pricing
vRealize Suite Enterprise, including Annual Subscriptions, Support & Maintenance	$201,696.92	5-year pricing

3 Renewal Period Compensation

3.1 After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 2.2 ("Options to Extend") at the same rates as the Initial Term unless otherwise requoted and agreed to in writing by the Parties.

3.2 Price Renegotiation. Contractor may request adjustments to the compensation rates sixty (60) days prior to an option term. Contractor shall provide information justifying reasons for any increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase more than the Producer Price Index (PPI) over the previous year's fees, unless otherwise negotiated.

3.3   City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term. The City's Director of Finance or designee is authorized to exercise options on behalf of the City.

4 Additional Services

4.1   In the event the City requires additional services related to this Solution or Project, Contractor shall provide a written quotation, at no cost to the City, of the type of Additional Service requested and the time required to complete requested work.

4.2   Supplemental professional service rates shall not exceed the following:

Supplemental Services	Hourly Rates Years 1 - 5
Project Management	$125
Certified Hardware Engineer	$200
Certified Software Engineer	$200
Certified Security Engineer	$275
Certified Database Developer/Engineer	$200
Training	$225
Senior Solution Architect	$225

4.3   The City reserves the right to request a fixed priced quote in lieu of time and materials. Any fixed price quotes shall be consistent with the agreed-upon supplemental service rates in Section 4.2 above and must be good for at least ninety (90) days.

4.4   Quotes must be approved by the City through an executed Change Order prior to any work being performed