

SERVICE AGREEMENT NO. 115526

Storage Server for Communications, Utilities and Public Safety

THIS **Storage Server for Communications, Utilities and Public Safety Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Area Electronics Systems, Inc., dba DataOn Storage ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Storage Server for Communications, Utilities and Public Safety in response to Request for Bid/Proposal No. SS 115526 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. Scope. Contractor will provide Storage Server for Communications, Utilities and Public Safety ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. Term.

(A) The Term of this Agreement is five years beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$462,705.85, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Sam Bhakta
Information Technology Department
Phone: 361-826-3094
Samitb@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as

may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Sam Bhakta
System Administrator
1201 Leopard St., Corpus Christi, TX 78401 Phone:
361-826-3094
Fax: n/a

IF TO CONTRACTOR:

Area Electronics Systems, Inc., dba DataOn Storage
Attn: Bailey Carpenter
Account Manager
1247 Lakeview Ave., Suite C, Anaheim, CA 92807
Phone: 714-441-8820 ext. 225

Fax: n/a

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

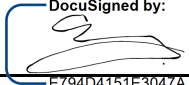
(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner’s Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature:  _____
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Printed Name: Howard Lo

Title: Vice President

Date: 1/21/2022

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - Procurement

Date: _____

- Attached and Incorporated by Reference:**
- Attachment A: Scope of Work
 - Attachment B: Bid/Pricing Schedule
 - Attachment C: Insurance and Bond Requirements
 - Attachment D: Warranty Requirements

- Incorporated by Reference Only:**
- Exhibit 1: RFB/RFP No. SS 115526
 - Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

PROJECT NAME: Consent Decree & Multimedia Storage for Public Safety

PROJECT ADDRESS: City of Corpus Christi IT Department, 1201 Leopard Street, IT Basement, Corpus Christi, TX 78401.

Scope of Work:

A. The Contractor will provide and deliver to the IT Department Point of Contact three servers for Public Safety deployment, consolidated video storage for Consent Decree and Multimedia. Backup hardware for Consent Decree and Multimedia are included as well as expansion for our current backup environments with additional Veeam Licensing.

B. The Contractor will provide Hardware installation for the following:

Quantity	Part Number	Description
3	S2D-6224	DataON™ S2D-6224 2U 24 x 2.5" All-NVMe HCI Validated Node
2	SN2700-CS2F	NVIDIA Mellanox® Spectrum™ SN2700-CS2F 32-port QSFP28
2	S2D-6208	DataON™ S2D-6208 2U 8 x 2.5" Standalone Server
2	DNS-4760	DataON™ DNS-4760 4U 60 x 3.5" 12G SAS JBOD Enclosure
11		Veeam Availability Suite Universal License
100	DC HC550	WD Ultrastar® DC HC550 18TB 3.5" 7200RPM 12G SAS HDD
100	Professional Services	Veeam Setup, Configuration, Best Practices, Bulk Data Migration Services
1	WNTY-5YR-WW	5 Years DataON™ Advanced Replacement Warranty & Support

C. The Contractor will provide hardware support for listed hardware, which includes all power supplies, or any other items that are related to hardware in this support.

D. The Contractor will replace any failed parts after a support call is done and it is determined that the part has failed.

E. The Contractor will provide NBD (Next Business Day) replacement on hardware.

F. The Contractor will provide hardware support via email, WebEx, and phone support with five years support. Support 7 days a week, 24 hours.

IT Point of Contact

Sam Bhakta
1201 Leopard St.
Corpus Christi, TX 78401
Office 361-826-3094, samitb@cctexas.com

Person Authorized to Sign:

Howard Lo
VP Sales and Marketing
Cell +1949-505-2218
howardl@dataonstorage.com

Bailey Carpenter – Vendor Point of Contact

Account Manager
Office: (714) 441-8820 ext. #225
baileyc@dataonstorage.com



1247 N. Lakeview Ave. Suite C Anaheim, CA 92807

Phone: 714.993.0300 Fax: 714.386.6125

E-mail: sales@dataonstorage.com

Quote#	103215-2
Date :	1/11/22
Contact:	Ben Millbourne

Customer: CITY OF CORPUS CHRISTI	Phone: 361-826-3094
Contact: SAM BHAKTA	Email: SAMITB@CCTEXAS.COM

Q'ty	Product Description	Unit Price	Extended
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DataON™ Azure Stack HCI Certified Solutions

Part I -- Three Node HCI-6224 for CAD-RMS

3 DataON™ S2D-6224 2U 24 x 2.5" All-NVMe HCI Validated Node

Form factor: 2U Rack Server, 17.56" (W) x 30.32" (D) x 3.43" (H)

Supports Dual Intel Xeon® Scalable™ Gen 3 Processor Series & (32) DDR4 DIMM

Drive Bay: (24) NVMe U.2 2.5" Hot-swappable; **PCIe 4.0 Slot:** (6) x8 & (2) x16

Onboard NIC: (2) Built-In 10GbE RJ45 via OCP 3.0 Mezzanine

I/O Controller: Intel® PCIe NVMe Switches Included

* 1300W (1+1) Full-Range Hot-Swappable PSU with **C13-C14** Power Cords

* Intel® Advanced System Management Key & TPM 2.0 Kit included

* Intel 2U Premium Rail Kit & Cable Management Arm



Node Configuration

6 Intel® Xeon® Scalable Gen.3 Gold **6336Y** 2.4 GHz, 24-Core, 36MB Cache; (2) Per Node

48 Samsung® 64GB DDR4 3200MHz ECC-Register RDIMM; **1024GB** Per Node

6 DataON™ 480GB SATA III M.2 2280 Boot Drive For OS - Mirrored, (2) Per Node

6 NVIDIA|Mellanox® ConnectX-6 Dx EN Dual-Port QFP56 100GbE RDMA Card, PCIe 4.0 x16; (2) Per Node

6 NVIDIA|Mellanox® LinkX™ Passive Copper cable, ETH 100GbE, 100Gb/s, QSFP, 28 AWG; 3M

DataON® MUST™ (Management Utility Software Tools) Included



Storage Configuration - All-NVMe SSDs

36 Intel® DC P5510™ NVMe 7.6TB 2.5" 144L 3D TLC SSD; Storage Tier

Part# SSDPF2KX076TZ01; (12) Per Node; (1) Per Node Reserved for Fast-Rebuild

Three-Way Mirror; 30% Efficiency; Total Usable Capacity ~**76.0 TB**



RDMA Network Switch Bundle

2 NVIDIA|Mellanox® Spectrum™ SN2700-CS2F 32-port QSFP28 100GbE, 1U Open Ethernet Switch

2 NVIDIA|Mellanox® LinkX™ Passive Copper cable, ETH 100GbE, 100Gb/s, QSFP, 30 AWG, 1M

2 Mellanox Technical Support and Warranty - Silver, 5 Year, for SN2000 Series Switch

Part II -- Consent Decree & Multimedia Video Storage

2 DataON™ S2D-6208 2U 8 x 2.5" Standalone Server

Form factor: 2U Rack Server, 17.56" (W) x 30.32" (D) x 3.43" (H)

Supports Dual Intel Xeon® Scalable™ Gen 3 Processor Series & (32) DDR4 DIMM

Drive Bay: (8) NVMe U.2 2.5" Hot-swappable

PCIe 4.0 Slot: (6) x8 & (2) x16

Onboard NIC: (2) Built-In 10GbE RJ45 via OCP 3.0 Mezzanine

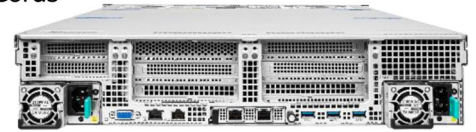
I/O Controller: Intel® PCIe NVMe Switches Included

* TPM 2.0 Kit included

* 1300W (1+1) 110V hot-swappable redundant PSU with NEMA 5-15 Power Cords

* Intel® Advanced System Management Key

* Intel® Full Extended Rail Kit & Cable Management Arm



Node Configuration

4 Intel® Xeon® Scalable Gen.3 Silver **4309Y** 2.8 GHz, 8-Core, 12MB Cache

16 Samsung® 32GB DDR4 3200MHz ECC-Register RDIMM; **256GB** RAM Total

4 DataON™ 480GB SATA III M.2 2280 Boot Drive For OS - Mirrored

2 NVIDIA|Mellanox® ConnectX-6 Dx EN Dual-Port QFP56 100GbE RDMA Card, PCIe 4.0 x16

4 NVIDIA|Mellanox® LinkX™ Passive Copper cable, ETH 100GbE, 100Gb/s, QSFP, 28 AWG; 3M

2 Broadcom|LSI® MegaRAID 9580-8i8e PCI-e 4.0 x8 8-Port External Tri-Mode Raid Controller

2 CVPM05 CacheVault Power Module For MegaRAID 9500 Series

2 DataON™ DNS-4760 4U 60 x 3.5" 12G SAS JBOD Enclosure

Form factor: 4U Rack Mount, 17.61"(W) x 6.89"(H) x 28.03"(D)

Drive Bay: (60) SAS 3.5" Hot-swappable by Drop-down Installation

SAS Connector: (6) 8644 Mini-SAS HD per IOM

Dual (1+1) 1600W Redundant Power Supply - Platinum, 200/240V AC, **C13-C14** Power Cords

4 8644-to-8644 Mini-SAS HD Cable; 3M

64 WD Ultrastar® DC HC550 **18TB** 3.5" 7200RPM 12G SAS Enterprise Nearline HDD

RAID 6+0; (1) Hot Spare Drive Each; (24) Drives for Unit #1 & (40) for Unit #2

Unit #1: Total Usable Capacity **~279.9TB** (After Format)

Unit #2: Total Usable Capacity **~515.7TB** (After Format)

(36) Slots Available For Expansion in Unit #1 and (20) in Unit #2



Part II - Subtotal \$ 98,440.00

Part III - Veeam Licenses for NAS Backup

11	Veeam Availability Suite Universal License - Upfront Billing License (1 Year) Incl. Production Support - 10 Instances - Public Sector (The 10 pack bundles cover up to 5TB per 10 pack)	\$	1,282.35	\$	14,105.85
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Part III - Subtotal \$ 14,105.85

Part IV -- Storage Expansion for Existing Infrastructure

100	WD Ultrastar® DC HC550 18TB 3.5" 7200RPM 12G SAS Enterprise Nearline HDD (18) Per Repo; New RAID 6+0 Arrays; (1) Hot Spare Drive Each; Both Fully-Populated Total Additional Capacity ~191.52TB Per Repo (After Format) (32) Per HCI Cluster; Three-Way Mirror; Total Additional Capacity ~172.8TB Per Cluster (After Format) 128 Slots (16 Per JBOD) Available For Expansion
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Part IV - Subtotal \$ 69,000.00

Part V -- Professional Service Hours

100	Veeam Setup, Configuration, Best Practices, Bulk Data Migration Services With Additional Veeam Education & Knowledge-Transfer (Hourly)	\$	265.00	\$	26,500.00
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Part V - Subtotal \$ 26,500.00

Grand Total \$ **462,705.85**

Ship To: 1201 LEOPARD ST. BASEMENT, CORPUS CHRISTI, TX 78469-9277

Shipping/Handling/Insurance Included

Sales Tax NOT Included

Payment Terms: Net 30 Days Upon Credit Approval

Warranty: 5-Years Defective Parts with Advanced Replacement

DataON™ Storage is Storage Div. of Area Electronics Systems

Attachment C: Insurance and Bond Requirements

There is no insurance or bond requirements for this service agreement.

Attachment D: Warranty Requirements

5-year DataOn Advanced Replacement Warranty and Support.