PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____ June 18 , 2019 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and DynTek Services, Inc., a Delaware corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A.   City issued Request for Proposals No. 1177-19 on July 27, 2018, titled "Storage Area Network". Consultant submitted a proposal dated August 29, 2018, in response to the RFP.

B.   Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C.   City desires to retain Consultant as an independent contractor and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1.   Consultant's Services.

A.   <u>Scope of Services</u>. Consultant shall perform the services described in the Scope of Services (the "Services") for storage solution and related professional services, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B.   <u>Party Representatives</u>. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Jason Gordon, Sr., Account Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C.   <u>Time for Performance</u>. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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D.   Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E.   Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F.   Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G.   Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2.   Term of Agreement. The term of this Agreement shall be from the Effective Date through the completion of the Services in accordance with the schedule agreed upon by the Parties, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3.   Compensation.

A.   Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant in accordance with the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than $167,909.08 (the "Maximum Compensation") for such Services.

B.   Expenses. City shall not reimburse Consultant for any expenses.

C.   Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4.   Method of Payment.

A.   Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the

amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B.   Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C.   Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5.   Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6.   Information and Documents.

A.   Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B.   Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with

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City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. <u>Indemnities</u>.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate

to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2)   Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3)   Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B.   Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

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C.   Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D.   Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9.   Insurance.

A.   Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1)   Commercial General Liability Insurance with a minimum limit of $2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2)   Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3)   Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4)   Professional Liability/Errors and Omissions Insurance with minimum limits of $2,000,000.00 per claim and in aggregate.

B.   Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

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C.   Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D.   Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E.   Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F.   Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G.   Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H.   City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I.   Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City.

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Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J.   Indemnity Requirements not Limiting.   Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K.   Broader Coverage/Higher Limits.   If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L.   Subcontractor Insurance Requirements.   Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10.   Mutual Cooperation.

A.   City's Cooperation.   City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B.   Consultant's Cooperation.   In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11.   Records and Inspections.   Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services.   All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement.   Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12.   Termination of Agreement.

A.   Right to Terminate.   City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar

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days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

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If to City:

Attn: Sanford Taylor
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5067
Email: staylor@citymb.info

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

If to Consultant:

Attn: Contracts
DynTek Services, Inc.
5421 California Avenue, Suite 150
Irvine, California 92617
Telephone: (949) 271-6700
Email: contracts@dyntek.com

16. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. **Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. **No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. **Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be

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construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits **A** and **B** constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written

understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25.   Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26.   Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27.   Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28.   Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29.   Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30.   Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31.   Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32.   Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33.   Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

By: _____
     Name: Bruce Moe
     Title: City Manager

ATTEST:

By: _____
     Name: Liza Tamura
     Title: City Clerk

Consultant:

DynTek Services, Inc.,
a Delaware corporation

By: _____
     Name: ____Peter Walsh____
     Title: ____Controller____

By: ___SEE ATTACHED RESOLUTION___
     Name: _____
     Title: _____

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

APPROVED AS TO FORM:

By: _____
     Name: Quinn M. Barrow
     Title: City Attorney

APPROVED AS TO CONTENT:

By: _____
     Name: Steve S. Charelian
     Title: Finance Director

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Solution Overview

City of Manhattan Beach has an immediate initiative to replace an existing HP EVA 6300 SAN supporting 5 physical servers, 3 VMware vSphere 6.0 hosts, and 21 virtual machines. DynTek Services, Inc. ("DynTek") is proposing a new NetApp FAS2650 to replace the existing HP storage array with NFS/iSCSI connectivity through a dedicated pair of Meraki 10GB switches. DynTek is proposing adding 10GB NICs to each physical server needing access to the storage area network. DynTek will also assist the City with all necessary data migrations to the new NetApp SAN. City of Manhattan Beach has asked DynTek to provide a proposal for this effort.

SCOPE OF SERVICES

IN SCOPE

- Hardware Installation/Configuration
  - Install 10GB NICs into 8 physical servers
  - Remove FC adapters from 8 Physical servers
  - Configure VMK for NetApp NFS
  - Configure iSCSI on (5) Physical servers
  - Install host utilities and Snapdrive on (5) physical servers
  - (2) Cisco Meraki MS425
  - NetApp FAS2650
  - 5 Years of maintenance for Cisco Meraki switches and NetApp system
- Migrate data & virtual machine servers off existing EVA storage
- Knowledge transfer and training on basic administration

OUT OF SCOPE

The following tasks and activities are not part of this SOW and are considered out of scope; DynTek will not perform any of these services without change control.

- Remediating issues found in the Client network or implementing any changes to the network (i.e. change firewall rules).
- Any structural or logical remediation tasks necessary to ensure success of the solution.
- Knowledge transfer is focused on providing details specific to this environment and is never a substitute for authorized training by an Authorized Learning Center, such as DynTek. Contact your DynTek account representative for more information about authorized training classes.

- DynTek will not be responsible for conducting any work not explicitly defined in this SOW.

DynTek has developed a hybrid delivery methodology based on its thousands of client engagements, and grounded in industry best practices.

The following sections describe how the DynTek team that is assigned to your project will deliver our services.

PROJECT MANAGEMENT

OVERVIEW

A Project Manager is assigned to all of DynTek's service engagements. The PM has the following responsibilities:

Own the project delivery and ensure the on-time and on-budget delivery of services that conform to the project scope.

Manage project risks before they become issues that could affect the successful outcome of your services engagement.

Communicate project status to key stakeholders. This is done by maintaining an accessible log of project issues and action items, providing written status reports, and conducting regularly scheduled project status meetings.

PHASE 1: ANALYZE

OVERVIEW

DynTek starts all of its engagements with analysis. The team assigned to your project will perform analysis, both of the current environment and your requirements, as appropriate to the needs of the solution.

ACTIVITIES

The following activities will be performed during this phase of the project:
- Review current environment
  - Verify all hardware in BOM has been delivered
  - Verify licenses have been allocated
  - Identify where equipment will be racked and that sufficient rack space is
  - available
  - Verify power and network ports are available

DELIVERABLES

Current State documentation that provides an overview of the environment before the implementation of our solution. This document typically contains textual and graphical depictions of logical and physical network topology, rack elevations, configuration backups, IP address schemes, vlan structure, current environment issues list, current and roadmap applications, as well as other pertinent information.

PHASE 2: DESIGN

OVERVIEW

Based on the desired solution and understanding of the current state, the project team will develop a design and implementation plan. This is intended to be an interactive phase and will result in comprehensive design documentation, and a plan to efficiently implement the design.

ACTIVITIES

The following activities will be performed during this phase of the project:
- Complete pre-install configuration worksheet for Phase 3
  - Host Names
  - VLANs
  - IPs
  - DNS
  - SMTP
  - NTP
  - Gateway
  - Subnet(s)

DELIVERABLES

- Pre-Install worksheet

PHASE 3: IMPLEMENT

OVERVIEW

During this phase, the project team will build, test, and stage the solution based upon the agreed upon design. DynTek will perform the build outside of the production environment, allowing for proper testing, staging, and production change management. The project team then works with the client's team to develop test cases and test scripts/plans to fully vet the solution in a non-production environment.

The result of this phase is a fully tested solution that meets the objectives of the project and is ready to be moved into a production environment. At the end of this phase, DynTek will provide as-built documentation specifying the components and configuration of the solution.

ACTIVITIES

The following activities will be performed during this phase of the project:
- Hardware Installation/Configuration
  - Install 10GB NICs into 8 physical servers
  - Remove FC adapters from 8 Physical servers
  - Configure VMK for NetApp NFS and mount NetApp datastore
  - Configure iSCSI on (5) Physical servers
  - Install host utilities and Snapdrive on (5) physical servers
  - (2) Cisco Meraki MS425
    - ❖ Rack and cable
    - ❖ Assign management
    - ❖ Create VLANs

  - NetApp FAS2650
    - ❖ Assign Management
    - ❖ Create iSCSI vServer
    - ❖ Create NFS vServer
    - ❖ Configure redundancy
    - ❖ Configure NFS datastores on ESX
- Migrate VMs from HP storage to NetApp storage
- Migrate physical hosts from HP storage to NetApp storage

DELIVERABLES

- As built documentation

PHASE 4: DEPLOY

OVERVIEW

During this phase, the project team moves the solution into a production environment / state. DynTek requires all production deployments to be authorized by its clients in writing, and the preference is to adhere to clients' change management processes. The result of this phase is a solution that has been deployed to a target production environment and is considered operational.

During this phase, DynTek will also conduct knowledge transfer. This is accomplished both informally by working side-by-side with our client's personnel, as well as formally through a series of review sessions where the as-built solution is reviewed.

ACTIVITIES

The following activities will be performed during this phase of the project:
- Final updates to as-built documentation
- Schedule and conduct knowledge transfer sessions as needed with client personnel to ensure client readiness to assume responsibility for the solution.

DELIVERABLES

- Updated as-built documentation

DELIVERABLES

The table below summarizes the deliverables that DynTek will provide during each phase of this engagement. Please refer to each phase for more information about the contents and purpose of each deliverable.

PHASE	DELIVERABLES
Analyze	▪ None
Design	▪ High level design document
Implement	▪ Meraki MS425 racked and configured ▪ NetApp FAS2650 racked and configured with NFS and ISCSI SVM ▪ Install 10GB NIC into Physical servers and remove FC Card ▪ Configure Networking on Physical Servers ▪ Install host utilities and Snapdrive on physical servers ▪ Physical Servers migrated from HP to NetApp ▪ ESX Datastore migrated to NetApp from HP ▪ As-Built Documentation
Deploy	▪ As-Built Documentation
	▪ Knowledge Transfer

KNOWLEDGE TRANSFER

Knowledge transfer is information sharing between DynTek and the Client. During the course of this engagement, DynTek will provide hands-on knowledge transfer to the Client's representatives on all services provided, including all changes made and the content of all deliverables provided.

Final knowledge transfer is delivered before DynTek completes its engagement, as specified in this SOW. Knowledge Transfer should not be considered a substitute for formal training.

ASSUMPTIONS

Work Location: DynTek leverages a combination of on-site and remote resources to complete engagements. If resources are required to be on-site, they will work at this/these location(s):

1400 Highland Avenue, Manhattan Beach, CA 90266

CLIENT RESPONSIBILITIES

Client Project Lead: Client will appoint a project lead that is an employee of Client. The project lead will have authority and responsibility to make final decisions about the system including scope, audience, functionality and deliverables and project sign-off. They will have in hand detailed current state information on the WAN, LAN, and overall network configuration aspects, or access to additional personnel or resources that do.

Communication: Questions from DynTek to Client will be answered by Client within a reasonable time.

System/Access Prerequisites: Client asserts that the general server, network, and IT infrastructure is stable and able to support this project as described in this SOW. DynTek consultants will be provided with necessary security access to networking systems and facilities during the performance of the professional services.

Workspace: Client shall provide a working space, including necessary utilities, electrical power, test data files/forms to accomplish tasks associated with this SOW. Client will supply office space, office supplies, computer equipment, telephone, applicable regulations, manuals, texts, briefs, internet access and other materials associated with the project and the hardware/software noted in this SOW, as required.

Licensing: All software supplied by Client to be installed in any environment used for this engagement has been legally obtained and fully licensed for each user and server and is in compliance with all applicable laws and vendor requirements. DynTek is not responsible for product related defects and assumes that bugs in manufacturer software, hardware, specifications, design, etc. are the responsibility of that manufacturer.

2.2.1 SPECIFICATIONS OF HARDWARE

NetApp FAS2720 cluster

- Hardware included
  - (2) FAS2620 nodes with (12) 4TB SATA drives
  - (2) DS212C shelves with (12) 4TB SATA drives
  - (1) DS224C shelf with (12) 960GB SSD drives
- FAS2720 specifications
  - 2 node cluster pair
  - Maximum drives : 144
  - ECC Memory: 64GB
  - NVRAM: 8GB
  - Onboard I/O: UTA2 (8Gb FC/16GbFC/FCoE/10GbE/1GbE2): 8
  - Onboard I/O: 12Gb SAS: 4
  - Storage protocols supported: FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB
  - NAS Scale out: 24 nodes (12 HA Pairs)
  - SAN Scale out: 12 nodes (6 HA Pairs)

(2) Meraki MS425-32
- Switching Capability: 800 Gbps
- 32x 10GbE SFP+ Fiber
- 2 × 40GbE QSFP+ uplink/stacking ports
- RJ45 Management port
- 2 x Power Supply (MA-PWR-250WAC)
- Mounting screw kit
- 3 x Pre-Installed Fans

2.2.2 FEATURES INCLUDED

Connectivity Configuration
- Physical hosts converted to using iSCSI instead of FC
- VMware using NFS Datastores

NetApp FAS2620 cluster
- **Software – NetApp Premium License**
  - Storage protocols: all supported data protocol licenses (FC, FCoE, iSCSI, NFS, pNFS, CIFS/SMB)
  - Efficiency: NetApp FlexVol®, deduplication, compression, compaction, and thin provisioning
  - Availability: multipath I/O
  - Data protection: RAID-TEC, RAID DP, and Snapshot
  - Performance: adaptive QoS
  - Scalable NAS container: FlexGroup
  - Management: OnCommand System Manager and OnCommand Unified Manager
  - FlexClone®: instant virtual copies with file and volume granularity
  - SnapMirror®: integrated data replication technology for simple, efficient, flexible

disaster recovery and backup use cases
  - o SnapRestore®: data recovery software to restore entire Snapshot copies in seconds
  - o SnapCenter®:unified, scalable software and plug-in suite for application consistent data protection and clone management
  - o SnapManager® suite: application- and virtual machine–aware backup and Cloning

(2) Meraki MS425-32
- **Management**
  - o Managed via the Web with the Meraki cloud management platform
  - o Integrated with Meraki Wireless and complete portfolio of IT products and solutions
  - o Zero-touch remote provisioning (no staging needed)
  - o Virtual Stacking supports thousands of switch ports in a single logical stack for unified management, monitoring, and configuration
  - o Detailed historical per-port and per-client usage statistics
  - o DHCP, client, and hostname fingerprinting
  - o SNMPd and SYSLOG support for integration with other network management solutions Automatic firmware upgrades with scheduling control
- **Remote Diagnostics**
  - o Email, SMS and Mobile push notification alerts 1
  - o Cable testing and link failure detection with alerting
  - o Live remote packet capture
  - o Dynamic and interactive network discovery and topology
- **Stacking**
  - o Virtual Stacking supports thousands of switch ports in a single logical stack for unified management, monitoring, and configuration
  - o Physical stacking of up to 8 switches with 160Gbps stack bandwidth (MS410)
  - o Flexible stacking on all interfaces and QSFP+/SFP+/SFP accessory types, up to 8 switches (MS425)
- **Ethernet Switching Capabilities**
  - o 802.1p Quality of Service prioritization 802.1Q VLAN tagging for up to 4094 VLANs
  - o 802.1D Spanning Tree Protocol (STP) and 802.1w Rapid Spanning Tree Broadcast storm control
  - o 802.1ab Link Layer Discovery Protocol (LLDP) and Cisco Discovery Protocol (CDP) 802.3ad Link aggregation with up to 8 ports per aggregate
  - o IGMP snooping for multicast filtering
  - o Cisco Discovery Protocol (CDP)
  - o 128K MAC Forwarding Table Capacity (96K on MS410)
- **Layer 3 capabilities**

- o Static routing
- o DHCP helper
- o DHCP server
- o Open shortest path first (OSPF v2)
- o Warm spare for L3 gateway redundancy 2 Automatic DHCP failover in warm spare mode

2.2.3 CAPACITY

- ▪ RAW Capacity: 155.5TB
  - o SATA: 144TB
  - o SSD: 11.5TB
- ▪ Usable capacity – 77.4TB

2.2.4 RAID LEVELS SUPPORTED

RAID 4

Raid 4 is supported but nearly all configurations leverage RAID-DP or RAID-TEK

RAID-DP (DUAL PARITY RAID 6) AND RAID-TEC (TRIPLE PARITY RAID)

City of Manhattan Beach can protect your data from double- and triple-disk failure without adding disk mirroring through our RAID-DP• and RAID-TEC™ technologies. RAID-DP technology safeguards data from double-disk failure and delivers high performance. RAID-DP technology, a standard feature of the ONTAP• operating system, is a double-parity RAID 6 implementation that prevents data loss when two drives fail. We integrated RAID-DP with our WAFL• (Write Anywhere File Layout) file system to ensure that the dedicated parity drives don't become a performance bottleneck. You get data protection plus the performance you need for your most demanding applications. RAID-DP makes SATA disks an option for your enterprise storage. You can **use less-expensive SATA disks without worrying about data loss, while lowering data storage acquisition costs and boosting storage efficiency.** RAID-TEC is available on ONTAP 9.

2.2.5 STORAGE TIERS

- ▪ Flash Pool (Write to SSD Cache then long write stripes to SATA)
- ▪ All SSD Aggregates
- ▪ Vol Move : Can move workloads seamlessly on storage back end with no application interruption. Similar to Storage vMotion, but performed on the array.

2.2.6 PERFORMANCE SPECIFICATIONS

- Maximum Throughput
  - IOPS : 40,802.1
  - MB/s : 796.9

2.2.7 SSD UTILIZATION

Current configuration
- Flash Pool (Write to SSD Cache then long write stripes to SATA)
- Caching types supported
  - Read and write
- Cached data availability during and after takeover events
  - Cached data is available and unaffected by either planned or unplanned takeover events.

With additional SSDs
- SSDs can be configured either as
  - CACHE in a Flash pool
  - Standalone aggregate
    - ❖ Inline DeDupe and Compression supported on all SSD aggregates

2.2.8 DRIVES INCLUDED

- (36) 4TB 7200 RPM SATA drives
- (12) 960GB SSD drives

2.2.9 EMPTY DRIVE BAYS

- (12) Drive bays available in the DS224C shelf (SSD shelf)

2.2.10 STORAGE EFFICIENCIES

ONTAP STORAGE EFFICIENCY

The NetApp approach to storage efficiency encompasses both hardware and software. Unlike those of other vendors, our components are designed to be integral pieces of a complete solution to maximize data usage at the lowest cost. NetApp® ONTAP® data management software and storage efficiency features give City of Manhattan Beach the ability to improve storage utilization, eliminate planned and unplanned downtime, reduce your data storage and management costs.

NetApp storage efficiency features make it possible for City of Manhattan Beach to:
- Drive storage cost reductions with comprehensive storage efficiency
- Consolidate and share the same infrastructure for workloads or tenants with different

capacity, performance, and security requirements
- Grow efficiency as scale increases

DEDUPLICATION

With NetApp deduplication, City of Manhattan Beach can store just one copy of each unique data object, which reduces capacity requirements substantially. Deduplication automatically removes duplicate data blocks on a 4KB level across an entire volume and across volumes within an aggregate, reclaiming wasted storage to achieve significant space savings.

Figure 1: NetApp deduplication removes duplicate data blocks.
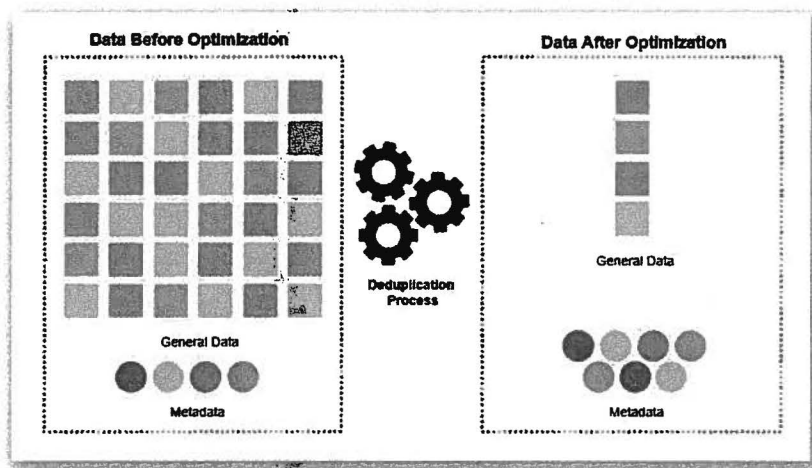
NetApp deduplication can be implemented across a wide variety of applications and file types, including:
- Primary data volumes
- Data backup
- Data archiving

NetApp deduplication can help City of Manhattan Beach reclaim up to 95% of storage space, depending on application and file type.

There are two main deduplication methods: In-line and post-process deduplication. Inline deduplication provides immediate space savings; post-process deduplication first writes the blocks to disk and then dedupes the data at a scheduled time.

- **Inline deduplication**: For copy offload and VDI deployments. It is especially useful for VM patch apply use cases, VM provisioning, and database migrate operations that result in many duplicate blocks in memory that can be eliminated by inline dedupe.
- **Post-process deduplication**: When inline deduplication is not preferable; for example, for entry-level systems in which memory is limited to meeting client I/O SLAs. In general, NetApp does not recommend deduplication for use cases in which data is overwritten at a rapid rate.

COMPRESSION

NetApp data compression is a software-based solution that provides transparent data compression. It gives City of Manhattan Beach the ability to store more data in less space. You can use data compression to reduce the time and bandwidth required to replicate data during volume SnapMirror® transfers. Data compression saves space on regular files or LUNs.

Data compression works by compressing a small group of consecutive blocks known as a compression group. It can be run inline or post-process and includes the capability to compress existing data. No application changes are required to use NetApp data compression. This process is enabled and managed by using a simple CLI or GUI such as System Manager or NetApp OnCommand Unified Manager.

As with our deduplication process, there are two main data compression methods: In-line and post-process compression. Inline compression provides immediate space savings; post-process compression first writes the blocks to disk as uncompressed and then at a scheduled time compresses the data.

- **Inline compression:** For customers who are not as performance sensitive and can handle some impact on new write performance as well as on CPU during peak hours. This type of compression is also useful for customers who want to minimize $/gigabyte and the PE cycle of SSD drives to prolong the life of flash media. Common use cases under this category are primary and secondary workloads on AFF and Flash Pool configurations and secondary workloads on all HDD configurations.

- **Post-process compression**: For environments in which you want compression savings but don't want to incur a performance penalty associated with new writes. Common use cases under this category are primary workloads on all HDD configurations.

Figure 2: Compression groups are tested for compressibility before any compression takes place – *They are then flushed to disk, compressed or uncompressed, depending on the results of the test.*
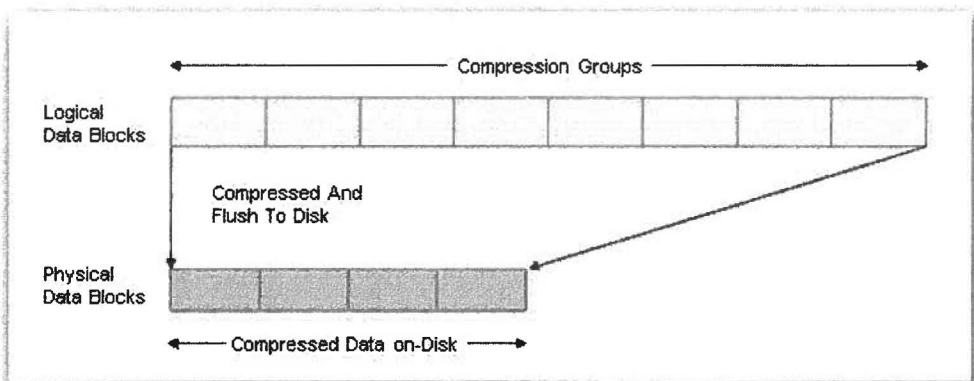
DATA COMPACTION

NetApp introduced a new patented storage efficiency technology called data compaction with the release of ONTAP 9. Compaction enables City of Manhattan Beach to further reduce the physical used space needed to store data. It is an inline operation and occurs after inline compression and inline deduplication. Data compaction happens on logical blocks as they are organized before being written to storage. It takes I/Os that normally consume a 4K block each on physical storage, and packs multiple I/Os into one physical 4K block.

Figure 3: How data compaction works.
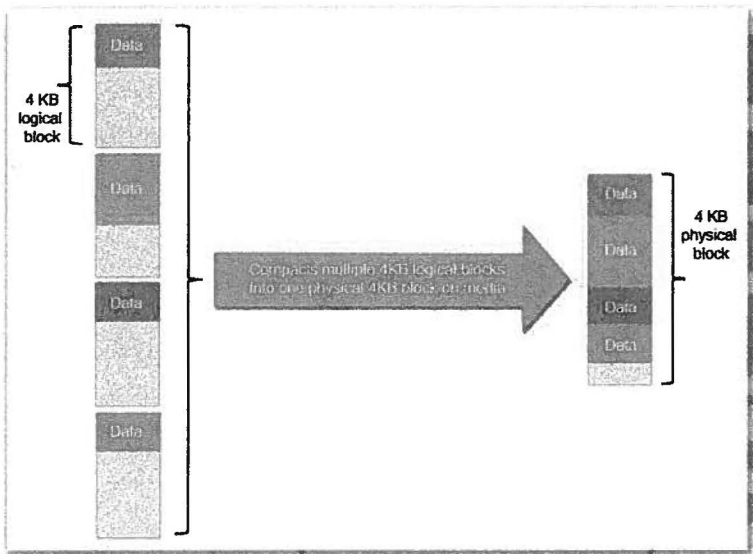
Compaction is enabled by default for NetApp All Flash FAS systems. It is an optional feature that can be turned on for FAS systems, with either HDD-only aggregates or NetApp Flash Pool™ aggregates. Compaction is a significant addition to our storage efficiency portfolio and complements NetApp's superior deduplication and compression technologies.

SPACE SAVINGS

The table below lists the storage efficiency data reduction ratio ranges for different applications. A combination of synthetic datasets and real-world datasets has been used to determine the typical savings ratio range. The savings ratio range mentioned are only indicative.

Table 1: Typical savings ratios with ONTAP 9—Sample savings achieved with internal and customer testing.

Typical Savings Ratios with ONTAP 9	
Workload [with deduplication, data compaction, adaptive compression and FlexClone volumes (where applicable) technologies]	Ratio Range
Home directories	1.5:1 - 2:1
Software development	2:1 - 10:1
VDI VMware Horizon full clone desktops (persistent) – NetApp Clones	6:1 - 10:1
VDI VMware Horizon linked clone desktops (nonpersistent)	5:1 - 7:1
VDI Citrix XenDesktop full clone desktops (persistent) – NetApp Clones	6:1 - 10:1
VDI Citrix XenDesktop MCS desktops (nonpersistent)	5:1 - 7:1
VDI Citrix Provisioning services desktops (nonpersistent)	3.3:1 - 5:1
Virtual Servers (OS and Applications)	2:1 - 4:1
Oracle databases (with no database compression)	2.1 - 4:1
SQL 2014 databases (with no database compression)	2.1 - 4:1
Microsoft Exchange	1.6:1
Mongo DB	1.3:1 - 1.5:1
Precompressed data (such as video and image files, audio files, pdfs, etc.)	No Savings

SNAPSHOT

With NetApp Snapshot• software, City of Manhattan Beach can protect data **with no performance impact and using minimal storage space**. Our Snapshot technology enables you to create point-in-time copies of file systems, which you can use to protect data—from a single file to a complete disaster recovery solution. You can use Snapshot technology while applications are running and create Snapshot copies in less than a second, regardless of volume size or level of activity on your NetApp system. In addition, you can make up to 255 Snapshot copies per volume, instantly, to create online backups for user-driven recovery.

Active File System

File/LUN: X

A B C Z

Disk blocks

File/LUN: X
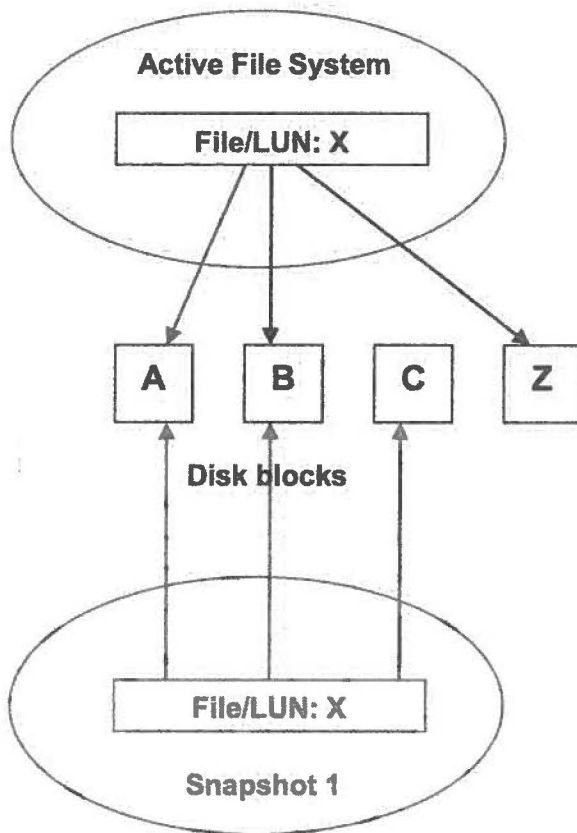
Snapshot 1

- This shows an active file system using blocks (A B C)
- Create Snapshot of active FS
- Block C changed on the active FS to Z

2.2.12 RACK UNITS

- NetApp and shelves – 8 RU
- (2) Meraki switches – 2 RU

2.2.13 FUTURE EXPANSION

Can expand in packs of 6 disks

2.3 SCHEDULE

Milestone	Time Passed (Days)	Total Time passed (Days)
PO Received	0	0
Equipment ordered	1	1
Equipment Received	35	36
Project Plan Created	1	37
Phase 1: Analyze	2	39
Phase 2: Design	2	41
Phase 3: Implement	15	56
Phase 4: Deploy	1	57

2.4 WARRANTY AND SUPPORT INFORMATION

NETAPP PREMIUM SUPPORT

SUPPORT PRODUCT FEATURE	DESCRIPTION	ENTITLEMENT DETAILS FOR SUPPORTEDGE PREMIUM
NetApp Unified Support	During the course of troubleshooting a support issue related to NetApp, if NetApp determines the problem resides with a third-party product, then, upon request, NetApp will assist the customer in opening a case with the third-party supplier, subject to any support agreement in place between the customer and the third-party supplier. To the extent it can, NetApp will assist the third-party supplier in its response and resolution of the customer's case. If the customer elects to open a case directly with the third-party supplier, upon request, NetApp will provide relevant case information to the third-party supplier.	Included for NetApp hardware and software.
Replacement Parts Delivery Target Response Objective	NetApp delivers replacement parts within the target response objective.	Response objectives available for purchase are as follows: • 4 hours; on a 24/7 basis Note: Replacement parts will be shipped to customer for next local business day arrival. Local country shipment cutoff times may affect target response objective timing.
Replacement Parts Installation	Installation of parts that are delivered by NetApp.	Installation of all replacement parts performed by NetApp.
On-Site Support	NetApp sends authorized engineers to installation location to work on the problem after NetApp has isolated the problem and deemed on-site support necessary.	Included for NetApp hardware and software purchased.
Software Support Plan	See the "NetApp Software Support Plan" product description.	Included for NetApp software purchased.
Installation of Remedial Software Updates	NetApp may send an authorized service engineer to assist with installation of software updates.	Included for NetApp hardware and software purchased with system.8
Extended Warranty Hardware Support	See the "Warranty/Extended Warranty Hardware Support" product description.	Included for NetApp hardware purchased. Included when SupportEdge Premium is purchased after the original warranty period.

CISCO MERAKI

HOURS AND SLAS

Meraki support operates 24x7 support out of five support centers based in San Francisco, Chicago, London, Shanghai, and Sydney.

Meraki has no support-specific licensing. Customers may open an unlimited number of support cases with the purchase of any device license, and can contact Meraki by phone or email.

Service providers and resellers who offer fully managed network services using Meraki devices likewise may open an unlimited number of support cases and interact directly with Meraki support centers. End customers (i.e. guests at a hotel) accessing networks supported or provided by service providers will contact the help desk for that Meraki Partner.

CLOUD INFRASTRUCTURE

Cisco Meraki's cloud infrastructure is covered under a 99.99% SLA and the Cisco Meraki Infrastructure team manages it 24×7×365 to ensure high availability. In the extremely unlikely event of a cloud infrastructure interruption, user traffic and data continues to flow, and Meraki Support provides an emergency support SLA of 15 minutes.

HOURS OF OPERATION AND SLA

Online / email support

- Non-emergency support cases opened via email will be answered within one business day; usually within 2 hours.
- Emergency support is offered exclusively via telephone to ensure that Meraki engineers can conduct appropriate troubleshooting and technical response.

PHONE SUPPORT

- Phones at Meraki technical support centers are staffed 24×7×365 to ensure that one-on-one, phone-based technical support is always available from Meraki's technical support engineers.
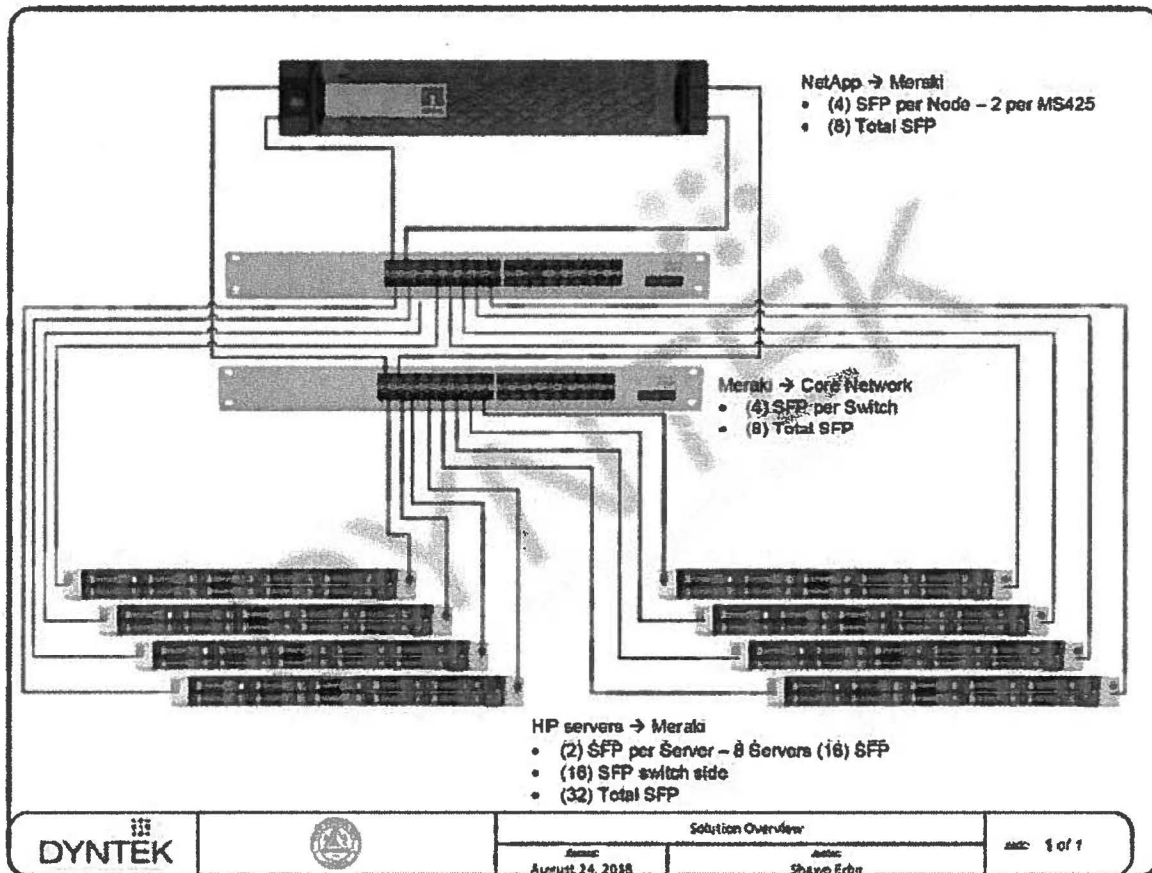
RMA SHIPPING

Meraki Support will ship new devices overnight from global distribution centers to a customer specified location within 1 business day of any support case requiring the Advanced Replacement RMA of any device. Delivery times to certain countries or remote destinations can vary.

2.5 APPENDIX A: RFP REQUIREMENTS

Section	Item	DynTek Solution
1.1	General Requirements	
1.1.1	All provided equipment to be in a new factory condition.	Yes, will be ordered through distribution directly from the manufacturer
1.1.2	All equipment is to be rack mountable in a standard four pedestal rack using square holes. All proposed equipment will be mounted in contiguous rack units.	Solution includes screwless rail kit
1.1.3	All equipment is to have power connections that are capable of auto-switching between 110-208 volts and include power cords with C14 ends.	Environmental 220 V |	Typical	Worst Case † Current Draw	4.8 A	7.1 A AC Power (VA)	993	1,468 AC Power (W)	943	1,395 BTU / hr	3,221	4,763 kWh / year	8,265	12,228 Rack Units	8 U Outlets	8
1.1.4	All equipment is to include minimum five (5) years parts and labor warranty with same day service and/or replacement part delivery.	Includes 24x7x4 premium support with 5 and 7 year options
1.1.5	Proposed solution is to include minimum five (5) years 24x7 manufacturer support for hardware, software and/or licensed services with same day service and/or replacement part delivery.	Includes 24x7x4 premium support with 5 and 7 year options
1.1.6	All equipment should provide for management and configuration by the City of Manhattan Beach Information Technology staff.	Each head unit includes a management port for each head
1.1.7	All storage network connections are to be 10Gb Ethernet.	There are 8 total 10GB connections
1.1.8	Management network connections will be physically and logically separate from the storage network and be 1Gb Ethernet using CAT 6 cabling; 100Mb is the minimum acceptable dependent on proposed system's management traffic requirements.	Deadicated Management port is 1GB
1.1.9	Proposals are to include storage network cabling between switches and the storage area network device's controllers. Management network cabling will be provided by The City of Manhattan Beach.	Includes (8) FC Cables and SFP to connect to upstream switch
1.1.10	All equipment shall be able to be monitored by The City of Manhattan Beach's PRTG-based network-monitoring and notification system using SNMP or other method.	NetApp SNMP MIB can be used to import into your monitoring solution
1.1.11	All equipment proposed must be configured to operate within a manufacturer supported configuration and support VMware virtualization and Rubrik backup without workarounds. While not strictly necessary, it is preferable to have t h e hardware and the configuration certified by VMware and Rubrik.	Supported with Vmware and Rubrik https://www.rubrik.com/wp-content/uploads/2017/01/TechFAQ-NAS-Support.pdf NetApp supports VAAI for SAN, NFS VASA Provider (VVols)
1.1.12	All equipment will be installed in the data center at the City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, CA 90265.	Will ship and install to this address
1.2	Storage Area Network (SAN) System Requirements	
1.2.1	The storage area network solution must provide a minimum of 80 TB usable capacity as presented to the VMware environment before deduplication or compression. This usable capacity is after the SAN is fully installed and configured for production use, including the setup of the RAID volumes and space required for software if applicable.	This configuration includes 85TB of usable capacity and 11.5TB of SSD
1.2.2	The SAN solution is to be configured with hot spare drives in a quantity and manner that follow the manufacturers' best practices.	Spares (Non-Partitioned: 5 Partitioned: 4)
1.2.3	The proposed solution must include drives that use solid state technology, and it is expected to include both solid state and traditional hard disk drives in a configuration that will balance cost, performance and reliability.	Includes (12) 960GB SSD drives and has a Maximum Throughput 40802.1 (IOPS)	796.9 (MB/s)
1.2.4	The system shall include automation for data tiering or prioritization of data between installed storage types.	SSD Cache will be written to prior to SATA
1.2.5	It shall have at least two controllers to provide for automatic and seamless failover and failback.	2 controllers are included
1.2.6	Each controller will have minimum 10 Gb Ethernet connections to each of the switches for storage data traffic.	There are 8 total 10GB connections

Section	Item	DynTek Solution
1.2.7	Each controller must have separate management network connections.	Deadicated Management port is 1GB
1.2.8	The storage area network solution shall include two fully redundant power supplies.	Redundant power for the Chassis
1.2.9	It shall provide for future expansion, either externally or internally.	Current configuration can expand to 528TB
1.2.10	The proposed SAN solution shall provide snapshot capability.	Snapshots are included in the Premium Bundle • FlexClone®: instant virtual copies with file and volume granularity • SnapMirror®: integrated data replication technology for simple, efficient, flexible disaster recovery and backup use cases • SnapRestore®: data recovery software to restore entire Snapshot copies in seconds • SnapCenter®: unified, scalable software and plug-ins uite for application-consistent data protection and clone management • SnapManager® suite: application- and virtual machine–aware backup and cloning
1.3	Storage Network Switch Requirements	
1.3.1	Provide two (2) 10GB Ethernet network switches with enough port capacity to support the proposed storage area network solution in section 1.2, four (4) VMware hosts and provide for a reasonable amount of future expansion.	Quoting (2) Meraki MS425-32
1.3.2	Storage area network switches are to provide inter-switch trunking in order to aggregate capacity and be configured for path redundancy.	Switches are stackable
1.3.3	Switches are to provide for out of band management.	Included
1.4	Implementation Services	
	All hardware is to be delivered to the City of Manhattan Beach warehouse at least two weeks prior the scheduled installation and configuration. Product must be palletized for delivery. The City of Manhattan Beach Information Technology staff will confirm that all the hardware is delivered by cross-referencing the delivery packing list with the materials list provided in the selected vendor's proposal.	Will be shipped and palletized based on manufacturer availability generally 2 weeks after PO received
1.4.1	The vendor shall provide suggestions for best practices of installation, networking, and backup configurations.	DynTek services will perform the initial installation
1.4.2	The vendor will provide professional services to install and certify the equipment upon completion of the installation.	DynTek services will perform the initial installation
1.4.3	The vendor will also provide technical training and knowledge transfer to four (4) Information Technology staff members including documentation.	As-Built documentaiton will be included and 8 hours of training will be provided at the end of the project. In addition 160 hours of training credits are included in the quote to send (4) engineers to NetApp boot camp
1.4.4	The selected vendor will perform the subsequent migration of data to the new SAN.	DynTek Services will perform the migrations off the existing storage
1.5	Optional Items	
1.5.1	Thin provisioning for LUNs.	Supported
1.5.2	Rubrik snapshot integration.	Supported https://www.rubrik.com/wp-content/uploads/2017/01/TechFAQ-NAS-Support.pdf
1.5.3	Deduplication Features.	Supported
1.5.4	Compression Features.	Supported
1.5.5	Provide for pinning of data to solid-state storage.	Can create SSD aggregate (Would need to modify BOM for additional SSD)
1.5.6	Cold spares package.	Failed drives will be shipped as soon as they fail, no package needed
1.5.7	An additional two (2) years of both hardware and software support and updates, to bring the total support coverage to seven (7) years.	5 and 7 year support options are included

2.6 APPENDIX B: SOLUTION DIAGRAM

NetApp → Meraki
- (4) SFP per Node – 2 per MS425
- (8) Total SFP

Meraki → Core Network
- (4) SFP per Switch
- (8) Total SFP

HP servers → Meraki
- (2) SFP per Server – 8 Servers (16) SFP
- (16) SFP switch side
- (32) Total SFP

DYNTEK		Solution Overview		sht 1 of 1
		August 24, 2018	Shawn Echo	

2.7 APPENDIX C: CHANGE MANAGEMENT

PRODUCTION CHANGE CONTROL

DynTek will not make changes to Client's environment without documenting those changes beforehand, communicating the proposed changes to Client, and receiving prior approval to make the changes. At the outset of the project, Client may elect to provide DynTek with written blanket approval to make production changes, and the conditions under which these changes may be made.

SCOPE OF SERVICES CHANGE CONTROL

DynTek follows a structured methodology with respect to managing unexpected scope changes. DynTek has included in the prior sections all steps necessary to accomplish the successful completion of the project; however, Client may decide to change the scope of the project, or an issue outside of DynTek's control may require additional effort or materials. If items requiring a scope change are identified, the following are the high-level steps that we will follow to discuss these together:

- Discuss and confirm need for additional work
- Identify additional tasks and deliverables associated with the scope change
- Estimate the work effort associated with the additional tasks and deliverables
- Based on the work effort estimate, determine the impact on schedule and budget
- Augment the statement of work with a change request form if the project changes:
  - Require additional resources
  - Affect the project schedule or budget

Any change order signed by DynTek and countersigned by Client will become a binding contract amendment to this statement of work. In the event that a change order thus approved contradicts the signed statement of work (or previous change orders), the most recent change order will govern.

EXHIBIT B
APPROVED FEE SCHEDULE

COMPLETE DYNTEK SOLUTION PRICING

Total Cost of DynTek Services, Inc. Proposal = $167,909.08

Qty	Part#	Manufacturer	Description	Unit Price	Ext. Price
			NetApp Storage		
1	SW-2-CL-BASE	NETAPP	SW-2,Base,CL,Node	$0.00	$0.00
1	FAS2720	NETAPP	FAS2720,Model	$0.00	$0.00
2	FAS2720A-002	NETAPP	FAS2720 HA SystemPremium BundleCNA	$1,433.15	$2,866.30
2	SW-2-2720A-TPM-C	NETAPP	SWTrusted Platform Module Enabled2720A-C	$0.00	$0.00
2	SW-2-2720A-NVE-C	NETAPP	SWData at Rest Encryption Enabled2720A-C	$0.00	$0.00
1	FAS2720-102-C	NETAPP	FAS272012x4TB7.2K-C	$1,616.59	$1,616.59
1,440	SW-PREMIUM-NLSAS-01-C	NETAPP	SW,Per-0.1TB,Premium,NLSAS,01,-C	$5.92	$8,524.80
115	SW-PREMIUM-SSD-01-C	NETAPP	SW,Per-0.1TB,Premium,SSD,01,-C	$68.16	$7,838.40
1	DOC-2720-C	NETAPP	DocumentsFAS2720-C	$0.00	$0.00
8	X6589-R6-C	NETAPP	SFP+ Optical 10Gb Shortwave,-C	$89.36	$714.88
2	DATA-AT-REST-ENCRYPTION	NETAPP	Data at Rest Encryption Capable Operating Sys	$0.00	$0.00
8	X66250-2	NETAPP	Cable,LC-LC,OM4,2m	$43.39	$347.12
2	X6566B-05-R6	NETAPP	Cable,Direct Attach CU SFP+ 10G,0.5M	$51.87	$103.74
1	X-02654-00	NETAPP	Rail Kit,Thin,Rnd/Sq-Hole,2-Post	$27.64	$27.64
2	X800-42U-R6	NETAPP	Power Cable,In-Cabinet,C13-C14	$0.00	$0.00
240	ED-TU-1-ZA	NETAPP	Training Units,1,ZA,Exp.1yr from invoice date	$68.18	$16,363.20
1	CS-BASE-SUPPORT	NETAPP	Base Software Support	$4,586.99	$4,586.99
1	CS-WARRANTY-EXTENSION	NETAPP	Warranty Extension Point-of-Sale	$3,898.53	$3,898.53
1	CS-O2-NOINSTALL-4HR	NETAPP	SupportEdge Premium 4hr Onsite, w/o Install	$9,929.73	$9,929.73
1	FAS2720-EXP	NETAPP	FAS2720-EXP	$0.00	$0.00
6	X800-42U-R6	NETAPP	Power Cable,In-Cabinet,C13-C14	$0.00	$0.00
2	X-02654-00	NETAPP	Rail Kit,Thin,Rnd/Sq-Hole,2-Post	$27.70	$55.40
1	X5527A-R6	NETAPP	Rackmount Kit,2-Post,DS2246	$18.08	$18.08
4	X66030A	NETAPP	Cable,12Gb,Mini SAS HD,0.5m	$33.40	$133.60
4	X66032A	NETAPP	Cable,12Gb,Mini SAS HD,2m	$51.45	$205.80
2	DS212C-07-4.0-12B-SK	NETAPP	DSK SHLF12G12x4TB7.2K-SK	$1,616.59	$3,233.18
1	DS224C-SL-.96-12S-SK	NETAPP	SSD SHLF12G12x960GB-SK	$4,541.38	$4,541.38
1	CS-WARRANTY-EXTENSION	NETAPP	Warranty Extension Point-of-Sale	$1,455.18	$1,455.18
1	CS-O2-NOINSTALL-4HR	NETAPP	SupportEdge Premium 4hr Onsite, w/o Install	$7,579.01	$7,579.01
			SubTotal		$74,039.55

Qty	Part#	Manufacturer	Description	Unit Price	Ext. Price
			HP NIC for Server Connectivity		
8	665249-B21	HPE	HEWLETT PACKARD ENTERPRISE : HP Ethernet 10Gb 2P 560SFP+ Adptr	$556.02	$4,448.16
16	455883-B21	HPE	HEWLETT PACKARD ENTERPRISE : HP BLc 10Gb SR SFP+ Opt	$675.34	$10,805.44
10	QK733A	HPE	HEWLETT PACKARD ENTERPRISE : HP Premier Flex LC/LC OM4 2f 2m Cbl	$71.59	$715.90
10	QK734A	HPE	HEWLETT PACKARD ENTERPRISE : HP Premier Flex LC/LC OM4 2f 5m Cbl	$90.68	$906.80
			SubTotal		$16,876.30
			Meraki 10GB Switches		
2	MS425-32-HW	Cisco	Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	$12,100.00	$24,200.00
2	LIC-MS425-32-5YR	Cisco	Meraki MS425-32 Enterprise License and Support, 5YR	$2,134.00	$4,268.00
2	MA-PWR-250WAC	Cisco	Meraki 250WAC PSU	$247.50	$495.00
24	SFP-H10GB-CU3M=	Cisco	10GBASE-CU SFP+ Cable 3 Meter	$55.00	$1,320.00
			SubTotal		$30,283.00
			DynTek Professional Services		
1	PMF	DynTek	Planning and Ongoing Project Management	$6,480.00	$6,480.00
8	IHR	DynTek	Phase 1: Analyze	$225.00	$1,800.00
8	IHR	DynTek	Phase 2: Design	$225.00	$1,800.00
120	IHR	DynTek	Phase 3: Implement	$225.00	$27,000.00
8	IHR	DynTek	Phase 4: Deploy	$225.00	$1,800.00
			SubTotal		$38,880.00

SubTotal	$160,078.85
Sales Tax @0.0950	$6,946.23
Shipping & Handling	$884.00
Total	**$167,909.08**

Terms:	FOB:	Shipping Via:
Net 30	Shipping Point	FedEx Ground

ADDITIONAL LICENSE REQUIREMENTS

If expanding storage, additional per TB license is required. Estimated drive expansion license cost is as follows:

- 4TB 7200 RPM SATA drives (includes price for drive shelf and additional licensing) $6561.85 or ($1,640.46/TB)
- 960GB SSD drives (includes price for drive shelf and additional licensing) $6,624.65 or ($6.90/GB)

ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
DYNTEK SERVICES, INC.,
A Delaware Corporation

September 07, 2018

The undersigned, constituting all of the members of the Board of Directors of DynTek Services, Inc., a Delaware corporation (the "Corporation"), acting pursuant to the authority of Section 141(f) of the Delaware General Corporation Law and the Corporation's Bylaws, hereby adopt the following recital and resolutions:

SIGNATURE RESOLUTION

RESOLVED: That Karen Rosenberger, Chief Operating Officer is empowered and authorized to execute and deliver all contracts on behalf of the Company.

RESOLVED: That Peter Walsh, Controller is empowered and authorized to execute and deliver contracts that do not require an Officer signature on behalf of the Company.

RESOLVED: That Darlene Pricher, Contracts Administrator is empowered and authorized to execute and deliver contracts that do not require an Officer signature on behalf of the Company.

GENERAL AUTHORITY

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized to execute and deliver such further agreements, documents, securities, and instruments, and all amendments and supplements thereto, and to do perform, cause to be done and performed, and suffer to be done, or performed, such further deeds and acts as may be deemed in the exercise of discretion by the officer or officers acting in the matter to be necessary, appropriate or advisable in order to carry out and perform the purposes and intentions of the foregoing resolutions; and

RESOLVED FURTHER, that these resolutions adopted by the undersigned may be executed in tow or more counterparts, and by telefax transmission, and each such counterpart shall be deemed an original, and all of which, when taken together, shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Action by Unanimous Written Consent of the Board of Directors to be executed effective as of the date first set forth above.

Mike Gullard (Sep 7, 2018)

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J. Michael Gullard

_____

Alan B. Howe

Ron Ben-Yishay (Sep 7, 2018)

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Ron Ben-Yishay