

Statement of Work

City of Joliet

NEW NUTANIX CLUSTER

SOW Prepared By:

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Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Joliet (hereinafter referred to as “CoJ” or “Customer”).

Configure new Nutanix cluster using native AHV hypervisor for after removing two all-flash nodes from existing clusters

The objectives of the project are:

- Remove two all-flash nodes from existing clusters
- Implement and configure new Nutanix AHV based cluster

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

This project is expected to take 1 week to complete from the project kick-off. In the event that an extension to the project timeline is required, the parties shall utilize the Change Order process.

In Scope

- **Phase 1: Remove all-flash nodes**
 - Remove one (1) all-flash node from existing clusters via Prism Element, two (2) total
- **Phase 2: Create new All-Flash Cluster**
 - Unbox, rack, and cable two (2) new Nutanix Nodes
 - Download and install Nutanix Foundation
 - Foundation one (1) new Nutanix AHV cluster of four (4) All-Flash nodes
 - Configure cluster with recommended base configuration
 - NTP
 - SMTP
 - DNS
 - SNMP if requested
 - Cluster VIP and Data Services IP
 - Subnets required for Nutanix operations, demonstrations, and validation
 - Upgrade cluster firmware and software to latest versions
 - Download and Deploy Prism Central
 - License cluster via Prism Central
- **Phase 3: Migration**
 - Creation and configuration of Nutanix Move VM
 - Use of Nutanix Move for up to five (5) virtual machines
- **Phase 4: Wrap up**
 - Creation of documentation
 - Education and handoff

Out of Scope

- Troubleshooting of existing virtualization environment



- Troubleshooting of existing physical servers
- Troubleshooting of networking outside the requirements for Nutanix connectivity
- Creation of subnets on Nutanix not required for Nutanix operations, demonstrations, and validation
- Unracking and/or decommissioning of existing hardware
- Conversion of existing VMware environment to AHV, other than two (2) all-flash nodes
- Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following: Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.
- Configuration of backups on Nutanix infrastructure
- The Nutanix Move tool is unable to move a physical server to Nutanix AHV. All existing physical server migrations would be out of scope for this engagement.

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- Inside sales rep shall provide updates to Customer regarding the project. Inside sales rep shall be the Customer's primary contact for any questions regarding billing.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not guaranteed and are subject to the current availability of products from third party vendors, production schedules of third party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. In the event that a delay may impact the project, the parties shall utilize the change order process in order to address the impacts of such delay.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Creation of subnet(s) for Nutanix IPMI, host, Controller VM (CVM), and Prism Central connectivity before implementation date.
- Completion of the Nutanix pre-deployment questionnaire to identify all required information for deployment before implementation date
- Obtaining all required licenses from vendor portals for installed hardware and software pertaining to the Nutanix implementation
- Determination of IPv6 forwarding availability at both installation locations for use in Nutanix Foundation
- Provide a "flat switch" at each installation site if IPv6 is not forwarded in the environment or if HBS resource's device cannot be put into the same subnet as the IPMI and Hosts
- Availability of a "crash cart" (moveable monitor, keyboard, and mouse) at each installation site
- Proper work area (table/desk and chair) for configuration portions of implementation



- Physical access to all installation sites
- Administrative access to switching gear that the hardware will be connected to or access to a switching resource for configuration and troubleshooting purposes related to installation and configuration of the Nutanix systems
- Remote connectivity via VPN or screen share for any applicable remote work.
- Customer must work with the required vendor to confirm that existing VMs to be moved are supported on the AHV hypervisor.

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables .
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:



Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Functional Nutanix all-flash cluster
2	Demonstration of Nutanix Move
3	Nutanix As-Built document
4	Update or creation of Visio documentation pertaining to Nutanix footprint

Estimated Hours

This is an estimate of hours and, by its nature, is a “best guess,” based on industry standards and best practices, HBS’ experience, and Customer’s needs as communicated thus far. HBS used input from its most experienced team members to generate this estimate. The pricing is set forth on the attached Quote.

#	Task	Est Effort (hrs)
1	Phase 1	6
2	Phase 2	18
3	Phase 3	8
4	Phase 4	4
	Total Hours	36

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms



Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Nutanix Expansion with 3 and 5 Year Options - January 2026

Quote #382993 v3



Prepared For:

Joliet, City of

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Date Issued:

01.20.2026

Expires:

01.30.2026

Contract	Qty
TIPS Contract #220105	

Nutanix Cluster w/3yr Support + Existing Node Licensing		Price	Qty	Ext. Price
NX-8155-G9-4510-CM	Nutanix NX-8155-G9 Hyper Converged Appliance - 1 Nodes - 2 x Intel Xeon Silver 4510 Dodeca-core (12 Core) 2.40 GHz - 12 x SSD Supported - 2 Boot Drive(s) - 1 x Serial Attached SCSI (SAS), Serial ATA Controller - 12 x Total Bays - 12 x 3.5" Bay - 10 Gigabi	\$12,610.14	2	\$25,220.28
C-MEM-32GB-5600-CM	Nutanix RAM Module - 32 GB - DDR5-5600/PC5-44800 DDR5 SDRAM - 5600 MHz	\$300.44	32	\$9,614.08
C-NVM-15.36TB-A-CM	15.36TB NVME SSD	\$2,841.21	16	\$45,459.36
C-LOM-10G2D1BT-CM	Nutanix Management Module - For Data Networking - 2 x 10GBase-T LAN10 Gigabit Ethernet - 10GBase-T - 10 Gbit/s	\$356.79	2	\$713.58
C-NIC-25G2E1-CM	Nutanix 25Gigabit Ethernet Card - Intel E810 - 2 Port(s)	\$517.10	2	\$1,034.20
C-PWR-4FC13C14A-CM	Nutanix Standard Power Cord - 10 A - 4 ft Cord Length - IEC 60320 C14 / IEC 60320 C13 - 1	\$26.21	4	\$104.84
C-TPM-2.0-U-CM	Nutanix Trusted Platform Module (TPM)	\$98.25	2	\$196.50
SW-NCI-ULT-PR	SUB ULT AND PROD SW SUP SVC FOR 1 CPU CORE	\$1,295.94	96	\$124,410.24
TERM-MONTHS	TERM IN MONTHS	\$0.00	36	\$0.00
S-HW-PRD	Nutanix Service/Support - Service - 24 x 7 - Technical	\$2,124.31	2	\$4,248.62
SUPPORT-TERM	SUP TERM IN MONTHS	\$0.00	36	\$0.00
PLATFORM INTEGRATION	PLATFORM INTEGRATION FEE	\$0.00	1	\$0.00
Subtotal:				\$211,001.70

* Optional

Nutanix Cluster w/5yr Support + Existing Node Licensing	Price	Qty	Ext. Price
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* Optional

Nutanix Cluster w/5yr Support + Existing Node Licensing		Price	Qty	Ext. Price
NX-8155-G9-4510-CM	Nutanix NX-8155-G9 Hyper Converged Appliance - 1 Nodes - 2 x Intel Xeon Silver 4510 Dodeca-core (12 Core) 2.40 GHz - 12 x SSD Supported - 2 Boot Drive(s) - 1 x Serial Attached SCSI (SAS), Serial ATA Controller - 12 x Total Bays - 12 x 3.5" Bay - 10 Gigabi	\$12,610.14	2	\$25,220.28
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C-NIC-25G2E1-CM	Nutanix 25Gigabit Ethernet Card - Intel E810 - 2 Port(s)	\$517.10	2	\$1,034.20
C-PWR-4FC13C14A-CM	Nutanix Standard Power Cord - 10 A - 4 ft Cord Length - IEC 60320 C14 / IEC 60320 C13 - 1	\$26.21	4	\$104.84
C-TPM-2.0-U-CM	Nutanix Trusted Platform Module (TPM)	\$98.25	2	\$196.50
SW-NCI-ULT-PR	SUB ULT AND PROD SW SUP SVC FOR 1 CPU CORE	\$2,159.65	96	\$207,326.40
TERM-MONTHS	TERM IN MONTHS	\$0.00	60	\$0.00
S-HW-PRD	Nutanix Service/Support - Service - 24 x 7 - Technical	\$3,540.51	2	\$7,081.02
SUPPORT-TERM	SUP TERM IN MONTHS	\$0.00	60	\$0.00
PLATFORM INTEGRATION	PLATFORM INTEGRATION FEE	\$0.00	1	\$0.00
* Optional Subtotal:				\$296,750.26

Cables		Price	Qty	Ext. Price
SFC2-CIIN-6M-ENC	CISCO TO INTEL COMPATIBLE SFC2-CIIN-6M 10GBASE-CU SFP+ DAC 6M TAA COMPLIANT	\$61.11	4	\$244.44
C6-BL-20-ENC	ENET Cat6 Blue 20 Foot Patch Cable with Snagless Molded Boot (UTP) High-Quality Network Patch Cable RJ45 to RJ45 - 20Ft - Lifetime Warranty	\$8.14	2	\$16.28
Subtotal:				\$260.72

HBS Services		Price	Qty	Ext. Price
HBS-FLEX-SERVICES	HBSFLEX Services Flexible Services block- Rates for services based on attached HBS FLEX Volume Service Schedule	\$12,660.00	1	\$12,660.00
Subtotal:				\$12,660.00

Non-Returnable/Non-Refundable Language**Nutanix Notes:**

Nutanix now requires that an actual Customer Purchase Order be provided with any order Heartland submits. If there is no actual end-user PO and one won't be provided in the future, your signature on this quote signifies that you are agreeing to the following statement: "An end-user purchase order will not be issued for this transaction. We understand that all purchase orders to Nutanix are binding and final, and no returns, cancellations, exchanges, refunds, or assignment requests will be accepted."

Quote Summary		Amount
Nutanix Cluster w/3yr Support + Existing Node Licensing		\$211,001.70
Cables		\$260.72
HBS Services		\$12,660.00
Total:		\$223,922.42

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

Acceptance	
Chicago Illinois Office	Joliet, City of
Mauri Spampinato	Chris Sternal
Signature / Name	Signature / Name Initials
01/20/2026	
Date	Date

IL Service Schedule 3 - 2025

SCHEDULE to the Service Agreement ("Agreement") between Heartland Business Systems, a Wisconsin limited liability company, (hereafter called Heartland) and Joliet, City of(Customer). Heartland and Customer (hereafter called PARTIES) agree as follows:

1. The terms of this SCHEDULE shall govern in the event of a conflict between the terms of the Agreement and the terms of this SCHEDULE.
2. **Pricing.** Customer agrees to pay Heartland based on the hourly rates described below. Pricing does not include applicable sales tax which will be charged at time of invoicing.
3. **Travel.** Travel will be billed to customer at below rates based on one way travel from closest Heartland office.
4. **Prepayment.** HBSFLEX Volume Service Pricing is available only for prepaid service blocks. HBSFLEX Agreements may not be used to purchase products.
5. **Expiration.** HBSFLEX Agreements will expire 18 months from date of purchase.
6. **Additions.** Should this quote be an addition or conversion of an existing agreement, Rate schedule below will apply to all funds.

SS.2024.V1.0

HOURLY SERVICES BILLING SCHEDULE (time is billed in 15 minute increments)

Engineer Work Role	Standard Hourly Rate	Prepaid Flex Hourly Rate
Structured Cabling	\$100	\$100
Project Coordinator	\$115	\$115
AV Tech I Break-Fix I Cisco Collaboration I ESRM Coordinator I Help Desk I Physical Security Engineer I Project Coordinator Project Manager I	\$125	\$125
AV Engineer II Cabling II Cabling Project Manager II Cisco Collaboration II Cloud Engineer II Enterprise Engineer II Help Desk II HBS Data Center Engineer II Imaging Technician II Mitel Collaboration II Network Operations Center II Physical Security Engineer II Project Manager II SMB Engineer II	\$160	\$160
AI III Apps Business Consulting III AV Engineer III Cisco Collaboration III Cloud Engineer III Custom Development III Data Analytics III D365 Consultant III D365 / Modern Work Consultant III Enterprise Engineer III Imaging Technician III Mitel Collaboration Engineer III Network Operations Center III Physical Security Engineer III Project Manager III SQL III	\$195	\$195
AI IV Cisco Collaboration IV Cloud Architect IV Data Analytics IV D365 Senior Consultant IV Enterprise Technical Engineer IV ERP/Dynamics GP IV InfoSec Consultant IV InfoSec SOC Consultant IV Project Manager IV SMB Engineer IV SQL IV	\$215	\$215

AI V	\$240	\$240
Applications Architect V		
Cisco Collaboration V		
Cloud Architect V		
Data Analytics V		
D365 Custom Dev V	\$250	\$250
Enterprise Principal Engineer V		
ERP/Dynamics GP V		
SQL V		
Business Technology Consultant VI	\$290	\$290
Enterprise Principal Engineer VI		
Cloud Architect VI		
Cloud Architect - InfoSec VI		
Collaboration Architect VI		
Data Analytics VI		
InfoSec Consultant VII	\$335	\$335
InfoSec SOC Consultant VII		
On Call Pager	\$350	\$350
After Hours Rate	1.5x Base Rate	1.5x Base Rate
- Before 8am or after 5pm CST		
- Weekends & Company Recognized Holidays		