

TO: CITY OF DENTON
Accounts Payable
215 E MCKINNEY ST
City of Denton, TX 76201-4299

accountspayable@cityofdenton.com
(p) (940) 349-7100

FROM: Presidio Networked Solutions Group, LLC
Traci Chrisman
1955 Lakeway Drive
Suite 220
Lewisville, TX 75057

tchrisman@presidio.com
(p) 469.549.3841
(f) 469.549.3870

SHIP TO: City of Denton
Melissa Kraft
1701 B Spencer Rd
Denton, TX 76205

melissa.kraft@cityofdenton.com
(p) 9403497823

Customer#: CITY0583
Account Manager: Stephanie Barnes
Inside Sales Rep: Traci Chrisman
Title: DME - Quotes
Comments: 6001444591 V02

#	Part #	Description	Unit Price	Qty	Ext Price
1	V6-2S10-012U	VNXe 3200 1.2TB 10K SAS 25X2.5 U/G	\$748.76	21	\$15,723.96
		Ship To: City of Denton 1701 B Spencer Rd Denton, TX 76205 Melissa Kraft Contract Vehicle: Texas DIR-TSO-2634 EMC dba System Peripherals, Inc. Data Storage			
2	V32-DAE-25U	2U DAE w/25x2.5 INCH DRIVE SLOTS;UPGRADE	\$2,522.87	1	\$2,522.87
		Ship To: City of Denton 1701 B Spencer Rd Denton, TX 76205 Melissa Kraft Contract Vehicle: Texas DIR-TSO-2634 EMC dba System Peripherals, Inc. Data Storage			
3	V32-PWR-12	2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A	\$0.00	1	\$0.00
		Ship To: City of Denton 1701 B Spencer Rd Denton, TX 76205 Melissa Kraft Contract Vehicle: Texas DIR-TSO-2634 EMC dba System Peripherals, Inc. Data Storage			
4	V6-2S6FX-800U	VNXe 3200 800GB FASTVP EFD 25X2.5 UG	\$2,785.49	6	\$16,712.94
		Ship To: City of Denton 1701 B Spencer Rd Denton, TX 76205 Melissa Kraft Contract Vehicle: Texas DIR-TSO-2634 EMC dba System Peripherals, Inc. Data Storage			
5	458-000-403	VNxe3200 STORAGE ANALYTICS SUITE=IC	\$2,796.67	1	\$2,796.67
		Ship To: City of Denton 1701 B Spencer Rd Denton, TX 76205 Melissa Kraft Contract Vehicle: Texas DIR-TSO-2634 EMC dba System Peripherals, Inc. Data Storage			

6	M-PSM-SWE-002	PROSUPPORT W/MISSION CRITICAL SOFTWARE	\$0.00	1 for 60 mo(s)	\$0.00
Ship To: City of Denton 1701 B Spencer Rd Denton, TX 76205 Melissa Kraft					
Contract Vehicle: Texas DIR-TSO-2634 EMC dba System Peripherals, Inc. Data Storage					
7	VNXEPERFTBU	VNXEOE PER TB PERF FOR VNXE3200 UPG=CB	\$239.16	28	\$6,696.48
Ship To: City of Denton 1701 B Spencer Rd Denton, TX 76205 Melissa Kraft					
Contract Vehicle: Texas DIR-TSO-2634 EMC dba System Peripherals, Inc. Data Storage					
8	PS-SVC-TM	Hourly for Presidio employee labor	\$189.00	50.0000	\$9,450.00
Contract Vehicle: Texas DIR-TSO-2634 EMC dba System Peripherals, Inc. Data Storage					
VCE VCE CI CORE ELEMENTS (Compute, Storage, Network, Virtualizatic					
9	Hardware	Hardware	\$50,384.83	1	\$50,384.83
Comments: YME000UM00020335 YME000UM00046501 YME000UM00049506					
10	Software	Software	\$9,384.88	1	\$9,384.88
Comments: YME000UM00020468					
11	Software Support	Software Support	\$3,300.00	1 for 60 mo(s)	\$3,300.00
Comments: YSE000UM00020469					
Total (VCE VCE CI CORE ELEMENTS (Compute, Storage, Network, Virtualization)):					\$63,069.71

		Sub Total:	\$116,972.63
		Grand Total:	\$116,972.63

Quote valid for 30 days unless otherwise noted.

Additional Terms

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

1. Purchase Orders, Invoicing, Payment and Acceptance. Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment. Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card. CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement. Client understands and agrees to its obligation, that applicable sales tax will apply to the quoted services on a by site location basis. Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.
2. Shipment of Product. All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. Limitations of Warranties. Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
4. Intellectual Property. CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. Confidential Information. The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
6. Limitation of Liability. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
7. Non-Solicitation Provision. During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
8. Export Law Compliance. CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
9. Force Majeure. Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
10. Choice of Law and Venue. The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Dallas County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
11. Miscellaneous. This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

Quote



EMC Corporation
176 South Street
HOPKINTON MA 01748
USA

Quote Prepared By: Oscar Benitez
Email: oscar.benitez@dell.com
Quote #: 6001444591 V02
Opportunity #:
Deal Reg #:
Date: 15.09.2017
Valid Until: 12.10.2017
Contract #: TX - DIR-TSO-2634
Payment Terms: NET 45
Sales Contract Enablement: State & Local Indirect

End User:
CITY OF DENTON

Sold To:
CITY OF DENTON

1685 SPENCER ROAD
DENTON TX 76205
USA

1685 SPENCER ROAD
DENTON TX 76205

Item	Description	Qty	UOM	Total List Price (USD)	Maintenance Months
V6-2S10-012U	VNXE 3200 1.2TB 10K SAS 25X2.5 U/G	21	EA	28,140.00	
V32-DAE-25U	2U DAE W/25X2.5 INCH DRIVE SLOTS;UPGRADE	1	EA	4,515.00	
V32-PWR-12	2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A	1	EA	0.00	
V6-2S6FX-800U	VNXE 3200 800GB FASTVP EFD 25X2.5 UG	6	EA	29,910.00	
458-000-403	VNXE3200 STORAGE ANALYTICS SUITE=IC	1	EA	5,005.00	60
M-PSM-SWE-002	PROSUPPORT W/MISSION CRITICAL SOFTWARE	1	EA	4,504.80	60
VNXEPERFTBU	VNXEOE PER TB PERF FOR VNXE3200 UPG=CB	28	EA	11,984.00	

Hardware Summary

\$62,565.00

Software Summary

\$16,989.00

Prepaid SW Maintenance Summary

\$4,504.80

Total Products and Services (USD)

\$84,058.80

Quote



EMC Corporation
176 South Street
HOPKINTON MA 01748
USA

Quote Prepared By: Oscar Benitez
Email: oscar.benitez@dell.com
Quote #: 6001444591 V02
Opportunity #:
Deal Reg #:
Date: 15.09.2017
Valid Until: 12.10.2017
Contract #: TX - DIR-TSO-2634
Payment Terms: NET 45
Sales Contract Enablement: State & Local Indirect

End User:
CITY OF DENTON

Sold To:
CITY OF DENTON

1685 SPENCER ROAD
DENTON TX 76205
USA

1685 SPENCER ROAD
DENTON TX 76205

Item	Description	Qty	UOM	Total List Price (USD)	Maintenance Months
	Total Freight (USD)			\$133.05	
	Total Price (USD)			\$84,191.85	
	Less: Discount			-30,000.00	
	Net Price			\$54,191.85	

Order: 9/18/2017 2:13:00PM
Expiration: 10/22/2017 5:48:50PM



End Customer: City of Denton, TX
Quote Number: P1128420 V3 City of Denton VNX 5400 Drive Expansion 091817
Customer PO:
Currency: USD

VCE COMPANY, LLC ("VCE")
1500 N Greenville Ave, Suite 1100
Richardson, TX 75081

Lead Time: 45

PRICING PROPOSAL

Pricing intended for

Disti:

Partner:

End Customer: City of Denton, TX

[illegible]**SPECIAL INSTRUCTIONS:**

1. This document is an ESTIMATE ONLY ("Pricing Estimate") and is not intended to be a final and binding quote for sale of products or services ("Quote"). VCE assumes no obligation to provide the products and/or services described in this Pricing Estimate unless and until a formal Quote is issued to Company covering such products and/or services. Company may not issue a purchase order to VCE against this Pricing Estimate. 2. The pricing in this Pricing Estimate may change at any time and is not binding on VCE. A final Quote may reflect materially different pricing based upon validation of a variety of factors, including (among others) the availability of existing software licenses. 3. This Pricing Estimate (a) is confidential and shall not be reproduced, duplicated or disclosed to any third party without the express, prior written consent of VCE; (b) is governed by any confidentiality agreements and/or confidentiality provisions that may exist between Company and VCE or its affiliates; (c) is being provided for the sole purpose of allowing an evaluation a possible business transaction; and (d) shall be returned to VCE or destroyed at the conclusion of the evaluation. 4. VCE™ posts documents describing each Support Service and all other Services ordered by part number at <http://www.vce.com/noindex/supportservicesdescriptions> and <http://www.vce.com/serviceterms>, respectively. Such documents are updated from time to time by posting a new version of the document on its respective website. 5. In the event Company is not able to accept delivery of the Products listed in this Quote within the agreed timescale, then VCE reserves the right to charge Company for the storage or warehousing of such Products.

CONVERGED INFRASTRUCTURE (CI) QUOTE DETAIL								
VCE SKU:		ITEM DESCRIPTION:	EXTENDED QUANTITY:	UNIT LIST PRICE:	EXTENDED LIST PRICE:	DISC%:	UNIT DISCOUNTED PRICE:	EXTENDED DISCOUNTED PRICE:
Hardware								
YME000UM00020335	UM	VNXB 25X2.5 6G SAS EXP DAE-FIELD INST	2.00	4,942.00	9,884.00	44.00	2,767.52	5,535.00
YME000UM00046501	UM	VNX 1.2TB 10K SAS 25X2.5 DPE/DAE UPG	21.00	1,945.00	40,845.00	44.00	1,089.20	22,873.20
YME000UM00049506	UM	VNX 800GB MLC SSD 25X2.5 DAE U/G	6.00	7,195.00	43,170.00	44.00	4,029.20	24,175.20
Software								
YME000UM00020468	UM	VNXB OE PER TB PERFORMANCE UPGRADE	30.00	583.00	17,490.00	44.00	326.48	9,794.40
Software Support								
YSE000UM00020469	UM	VNXB OE PER TB PERFORMANCE UPGRADE Annual Premium	150.00	41.00	6,150.00	44.00	22.96	3,444.00
Services								
HDLG-CABA-00-A01	3rd	VCE Handling Service	1.00	469.50	469.50	0.00	469.50	469.50
OPPORTUNITY ID: P1128420			ESTIMATED TOTAL:		USD: 118,008.50	43.82		USD: 66,291.30

CATEGORY SUMMARY VIEW				LIST PRICE	DISC%	EXTENDED PRICE
Hardware				93,899.00	44.00	52,583.40
Software				17,490.00	44.00	9,794.40
Software Support				6,150.00	44.00	3,444.00
Services				469.50	0.00	469.50
OPPORTUNITY ID: P1128420		ESTIMATED TOTAL:		USD:118,008.50	43.82%	USD:66,291.30

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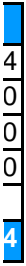
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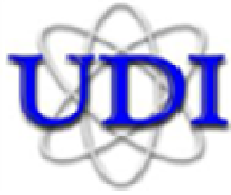
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				Unique Digital, Inc.				
				5151 Belt Line Road, Suite 620				
				Dallas, TX 75254				
				(P) 214.995.9581				
				(F) 713.777.0749				
				mnewnham@uniquedigital.com				
				www.uniquedigital.com				
				TX - DIR-TSO-2634				
	Prepared For:							
	DENTON MUNICIPAL ELECTRIC			Date: SEPTEMBER 21, 2017				
	1685 SPENCER ROAD DENTON TX 76205 USA							
Item	Description	Qty.		Total List Price				
V6-2S10-012U	VNxE 3200 1.2TB 10K SAS 25X2.5 U/G	21		28,140.00				
V32-DAE-25U	2U DAE W/25X2.5 INCH DRIVESLOTS UPGRADE	1		4,515.00				

V32-PWR-12	2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A	1	EA	0.00				
V6-2S6FX-800U	VNxE 3200 800GB FASTVP EFD 25X2.5 UG	6	EA	29,910.00				
458-000-403	VNxE3200 STORAGE ANALYTICS SUITE=IC	1	EA	5,005.00				
M-PSM-SWE-002	PROSUPPORT W/MISSION CRITICAL SOFTWARE	1	EA	4,504.80				
VNXEPERFTBU	VNXEOE PER TB PERF FOR VNxE3200 UPG=CB	28	EA	11,984.00				
	TOTAL LIST PRICE			84,058.80				
	DISCOUNT			(32,500.00)				
	SHIPPING			325.00				
	NET PRICE			\$51,883.80				



Unique Digital, Inc.
5151 Belt Line Road, S
Dallas, TX 75254
(P) 214.995.9581
(F) 713.777.0749
mnewnham@uniquedigital.com
www.uniquedigital.com
TX - DIR-TSO-2634

Date: **September 21, 2017**

Prepared For: **DENTON MUNICIPAL ELECTRIC**

VCE SKU:		ITEM DESCRIPTION:	EXTENDE	UNIT LIST PRICE:	EXTENDED LIST PRICE:
YME000UM00020335		VNXB 25X2.5 6G SAS EXP DAE-FIELD INST	2.00	4,942.00	9,884.00
YME000UM00046501		VNX 1.2TB 10K SAS 25X2.5 DPE/DAE UPG	21.00	1,945.00	40,845.00
YME000UM00049506		VNX 800GB MLC SSD 25X2.5 DAE U/G	6.00	7,195.00	43,170.00
YME000UM00020468		VNXB OE PER TB PERFORMANCE UPGRADE	30.00	583.00	17,490.00
YSE000UM00020469		VNXB OE PER TB PERFORMANCE UPGRADE	150.00	41.00	6,150.00
HDLG-CABA-00-A01		VCE Handling Service	1.00	469.50	469.50

TOTAL LIST PRICE 118,008.50

LESS: DISCOUNT -49,897.00

SHIPPING 435.00

NET PRICE 68,546.50