



8180 YMCA Plaza Drive  
 Baton Rouge, LA  
 ph. (225) 927-9200 / fx. (225) 927-9443

**Quote C081922COHBR1**

Date: 8/19/2022

<b>Customer Information:</b>
<b>City of Hammond</b>
Marcus McMillian
Veeam Storage Replacement

Qty.	Model#	Description	Unit Price	Extended
<b>IBM FS5035 NL-SAS - 65 TiB Useable Capacity (6TB source - 14 days, 3 weekly retention based on 5% change-rate 10% growth over 5 years with REFS/XFS) + overhead to start below 50% utilization</b>				
1	2072-3N2	FS5035 10GBase-T Veeam:FlashSystem 5035 LFF Control Enclosure		
1	8S1906	Encryption Enablement		
1	9730	Power Cord - PDU Connection		
12	AL3B	8TB 7.2K 3.5 Inch NL HDD		
1	ALEC	Encryption USB Drive Pack		
1	ALGA	Storwize V5000E Cache Upgrade		
1	6661-B35	2072-3N2 ServicePac Warranty Service Upgrade 3 YR 24x7 Same Day ORT 6hrC		
1	6664-U09	2072-3N2 ServicePac for Hard Drive or Media Retention for Storage 3 years		
1	5608-B22	3-Year Registration SWMA for 5608-PC2		
1	1	Per Storage Device SWMA 3 Year Reg		
1	5608-PC2	IBM Spectrum Control Select Edition		
1	1	Per Storage Device with 1 Year SW Maint		
		<b>sub-total</b>		<b>\$ 26,011.00</b>
<b>EXPANSION SHELF - Additional TiB Useable Capacity (increase retention to 30+ days, 5 weekly, 1 monthly)</b>				
1	2072-12G	Expansion:FlashSystem 5000 LFF Expansion Enclosure		
1	9730	Power Cord - PDU Connection		
2	ACUB	1.5m 12Gb SAS Cable(mSAS HD)		
6	AL3B	8TB 7.2K 3.5 Inch NL HDD		
1	6661-B20	2072-12G ServicePac Warranty Service Upgrade 3 YR 24x7 Same Day ORT 6hrC		
1	6664-D85	2072-12G ServicePac for Hard Drive or Media Retention for Storage 3 years		
1	5608-B22	3-Year Registration SWMA for 5608-PC2		
1	1	Per Storage Device SWMA 3 Year Reg		
1	5608-PC2	IBM Spectrum Control Select Edition		
1	1	Per Storage Device with 1 Year SW Maint		
		<b>sub-total</b>		<b>\$ 15,446.00</b>
<b>1</b>	<b>CMA-Serv</b>	<b>CMA Services Estimate - BE PUT ON A CMA Quote (non-NASPO)</b> Integration at CMA, Onsite / Remote Services, Travel & Expenses Veeam Upgrade, MS OS upgrade to 2019 or 2022 Server, Immutable VM Setup and configuration, Replication planning	<b>\$ 11,300.00</b>	<b>\$ 11,300.00</b>
			<b>Sub Total:</b>	<b>\$ 52,757.00</b>
			<b>S&amp;H:</b>	
			<b>Tax:</b>	
			<b>Total:*</b>	<b>\$ 52,757.00</b>

**CMA - We'll Get You There!**

All prices quoted good for 30 days only.

TERMS AND CONDITIONS

The following terms and conditions shall apply to such purchase and sale:

1. Purchase Price; Payment; Taxes

PURCHASER agrees to pay the purchase price of each item listed on the front of this Agreement according to the terms defined on page 1 of the contract, plus applicable sales/use taxes, less any security deposit paid in advance. The PURCHASER will pay any personal property taxes assessable on the item(s) on or after the delivery.

PURCHASER agrees that any payment not received by SELLER within the terms defined in this Agreement shall be subject to an annual interest charge of the lower of 18% or the maximum allowed by law. This charge will be applied to the unpaid balance for each 30 day period, or any portion thereof, that payment is not received.

PURCHASER agrees to pay for any partial shipment of item(s) under the same terms listed above. Payment for the partial shipments shall equal the portion of the total amount that the partial shipment represents.

2. Freight Costs; Risk of Loss

SELLER or SELLER'S agent will arrange for packing, insurance, shipment and delivery of the equipment to PURCHASER'S installation site. Risk of loss shall pass to PURCHASER upon delivery at PURCHASER'S installation site.

3. Installation

PURCHASER agrees to pay all installation charges and to provide a suitable place for installation with proper power and general environmental conditions as defined in the item's Installation Manual

4. Titles; Risk of Loss; Security Interest

Title to each item shall pass to PURCHASER upon payment. SELLER shall retain a vendor's security interest in any item(s) delivered to the PURCHASER until the full purchase price thereof is paid by the PURCHASER. Should PURCHASER fail to perform any such obligations including default in payment of any charges hereunder when due, SELLER or its assignee may remove and repossess any or all item(s) hereunder with or without notice or demand, in addition to exercising such other rights and remedies as may be conferred on it by law.

5. Maintenance; Warranties; Disclaimers

SELLER warrants that, upon delivery, SELLER will be the lawful owner of the item(s) and will have the full power and authority to sell the same to the PURCHASER.

All new items listed in this Agreement will be accompanied by all eligible manufacturers' warranties, unless otherwise stated in item description. For thirty (30) days after shipment to PURCHASER, SELLER warrants that items which do not have any manufacturer's warranty remaining, will qualify for the manufacturer's maintenance agreement, if the items are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation.

After this thirty (30) day period, PURCHASER assumes all liability for such item(s) which are either defective or may have missing "ship group" items. PURCHASER ACKNOWLEDGES THAT SELLER IS NOT THE MANUFACTURER OF THE ITEM(S) AND EXPRESSLY WAIVES ANY CLAIM AGAINST SELLER BASED UPON ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT WITH RESPECT TO ANY ITEM(S) OR FOR ANY INDEMNITY AGAINST ANY PATENT CLAIM MADE BY ANOTHER AGAINST THE PURCHASER.


THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), NOT SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR ITEMS HEREUNDER.

6. GENERAL

- A. This constitutes the entire Agreement between the SELLER and PURCHASER with respect to the purchase of the item(s) superseding all prior correspondence and representation between the parties including, without limitation, any purchase order submitted by the PURCHASER to the SELLER. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party, against whom it is sought to enforce the waiver, amendment or modification.
B. This Agreement may not be assigned by the PURCHASER without the prior written consent of the SELLER, and any attempted assignment without such consent shall be void.
C. This Agreement will be deemed void, at the SELLER'S option, if it is not signed by the PURCHASER within (10) days of being signed by the SELLER.
D. Notices shall be in writing and sent by registered or certified mail, postage prepaid, to the address of the party contained herein. Either party may change its address for notice purposes by notifying the other party in this matter.
E. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.
F. Cancellation of this Agreement prior to shipment may result in a cancellation fee of up to 15% of the total purchase price to be paid to SELLER by PURCHASER.
G. No item may be returned to SELLER by PURCHASER after shipment without prior written approval from SELLER. A restocking charge may be assessed by SELLER upon such approval.
H. Acceptance of this Agreement is contingent upon PURCHASER'S credit approval and acceptance by SELLER.
I. Each party agrees that when electronic communications are used, they are the equivalent of written and signed documents.
J. PURCHASER agrees to pay rework charges incurred when associated with PURCHASER'S requested changes to the contract, after the order has been placed with the supplier.
K. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
L. The parties agree that jurisdiction for the purpose of all issues of law, fact or equity arising out of this Agreement, or any additions, amendments, or supplements thereto, shall be in the state of federal courts located in the state and parish/county where the equipment is delivered.
M. The parties agree to submit any disputes arising in connection with this Agreement or any additions, amendments, of supplements thereto to binding arbitration, pursuant to the rules of the American Arbitration Association.
N. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.
O. The PURCHASER is responsible for the accuracy of any equipment configuration provided by the PURCHASER and used as a basis to order any item(s) listed. Any additional charges resulting from an inaccurate equipment configuration supplied by PURCHASER to SELLER will be the sole responsibility of the PURCHASER.

THE STATED TERMS AND CONDITIONS APPLY TO AGREEMENT # \_\_\_\_\_

Accepted By: \_\_\_\_\_ (Purchaser's Name)

By:   
Title: MMYOR Date: 8/22/2022