



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: June 19, 2017

AGENDA ITEM: Consider Approval of Purchase of Technology Equipment for Network Operations Center and Disaster Recovery

PRESENTER: Earl Husfeld and Brooks Moore

ALIGNS TO BOARD GOAL(S): Financial/Facilities – The District shall exhibit excellence in financial and facility planning, management, and stewardship.

BACKGROUND INFORMATION:

- Per Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

ADMINISTRATIVE CONSIDERATIONS:

- In accordance with Board Policy CH (Local), the purchases/bids/proposals itemized on the following pages are presented for your review and consideration.
- All of the items on the following pages are for the replacement and/or upgrade of equipment and systems in the District's Network Operations Center. These actions will also provide for the development of a disaster recovery site at Walsh Elementary.

FISCAL NOTE:

The items on the following pages are within the projected budget and will be purchased with 2015 Bond Funds.

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve the bids/proposals submitted by Sirius Computer Solutions, Inc. and Unified ConneXions as itemized on the following pages.

**ALEDO INDEPENDENT SCHOOL DISTRICT
PURCHASES/BIDS/PROPOSALS FOR APPROVAL
JUNE 19, 2017**

BID NO.	DESCRIPTION/FUNDING SOURCE	AMOUNT	RECOMMENDED VENDOR(S)
	Upgrade, Replacement, and Installation of Technology Equipment and Systems at the District Network Operations Center and for Disaster Recovery Site (2015 Bond Funds):		
State of Texas DIR	Cisco UCS Hardware – We have over 100 virtual servers (VM's) in the data center that run everything from email to print servers. The VM's run on blade servers that were purchased with 2008 bond funds. This proposal is for new blades, chassis and switches. This proposal includes five years of support.	\$86,677.09	1. Sirius Computer Solutions, Inc.
State of Texas DIR	VMware Software - VMware is the software that runs the VM's on the blade servers. This proposal includes five years of support.	\$64,455.60	1. Sirius Computer Solutions, Inc.
State of Texas DIR	VEEAM Backup Software - This software is used to back up all of our virtual servers. Since we will have a disaster recovery (DR) site at Walsh Elementary, we will also use the VEEAM software to replicate our backups to the DR site. This proposal includes five years of support.	\$29,816.40	1. Sirius Computer Solutions, Inc.
State of Texas DIR	Installation of VMware Software and VEEAM Backup Software	\$7,000.00	1. Sirius Computer Solutions, Inc.
State of Texas DIR	Huawei Storage Area Network (SAN) - This is a SAN that will be located at the DR site and will store all of our backups. It will also be capable of running high priority servers in the event that our data center goes offline. This proposal includes five years of support.	\$69,873.00	1. Unified ConneXions



SOLUTION PROPOSAL

Prepared for:
ALEDO INDEPENDENT SCHOOL DISTRICT 907
1008 Bailey Ranch Rd,
Aledo, TX 76008

Prepared By:
Patrick Weller
Client Executive
Phone: () -
Email: patrick.weller@siriuscom.com

Quote Date: 06/12/17
Expires: 07/12/2017
Networking- Aledo ISD UCS for DR 060917
Proposal #: PR204117.6

Sirius Computer Solutions, Inc.
10100 Reunion Place, Suite 500
San Antonio, TX 78216

All information provided in this proposal is the confidential and proprietary information of Sirius and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of ALEDO INDEPENDENT SCHOOL DISTRICT 907.



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www.siriuscom.com

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Proposal #: PR204117.6

Client Executive:
Patrick Weller
Phone: () -
Email:
patrick.weller@siriuscom.com

Part #	Description	Qty	Ext. Sale Price
UCS-SP-5108-AC	UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x SFP cable 3m	2	\$9,737.08
CON-SNT-5108AC	SMARTNET 8X5XNBD UCS SP Select 5108 AC2 Chassis w/2208 IO, 4 60 months	2	\$1,197.76
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	8	\$0.00
N20-FAN5	Fan module for UCS 5108	16	\$0.00
SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	8	\$0.00
UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	8	\$0.00
UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	2	\$0.00
N01-UAC1	Single phase AC power module for UCS 5108	2	\$0.00
UCS-IOM-2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	4	\$0.00
N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	16	\$0.00
N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	2	\$0.00
N20-FW014	UCS 5108 Blade Chassis FW Package 3.1	2	\$0.00
UCS-SP-B200M4-BA1	UCS SPSelect B200M4 Adv1 w/2xE52690 v4,8x32GB,VIC1340	4	\$0.00
UCS-SP-B200M4-B-A1	B200M4 Adv1w/2xE52690v4,8x32GB,VIC1340	4	\$30,373.80
CON-SNT-B200BA1	SNTC 8X5XNBD, (Not sold standalone)B200M4 Adv1w/2xE52690v4,8 60 months	4	\$3,390.60
UCS-CPU-E52690E	2.60 GHz E5-2690 v4/135W 14C/35MB Cache/DDR4 2400MHz	8	\$0.00
UCS-MR-1X322RV-A	32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v	32	\$0.00
UCSB-MRAID12G	Cisco FlexStorage 12G SAS RAID controller with Drive bays	4	\$1,006.64
UCS-SD-64G-S	64GB SD Card for UCS Servers	8	\$978.40
UCS-SP-M32-RVA	32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v	32	\$15,593.60
UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	4	\$0.00
UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	8	\$0.00
UCS-M4-V4-LBL	Cisco M4 - v4 CPU asset tab ID label (Auto-Expand)	4	\$0.00
UCSB-HS-EP-M4-F	CPU Heat Sink for UCS B200 M4/B420 M4 (Front)	4	\$0.00
UCSB-HS-EP-M4-R	CPU Heat Sink for UCS B200 M4/B420 M4 (Rear)	4	\$0.00
UCS-SP-FI48-2X	UCS SP Select 6248 FI w/ 12p LIC 2Pk	1	\$0.00
UCS-SP-FI48P	(Not sold Standalone)UCS SP Select 6248 FI w/ 12p LIC	2	\$12,482.16
CON-SNT-SMBFI48P	SNTC-8X5XNBD (Not sold Standalone)UCS SP Select 6248 FI 60 months	2	\$4,416.36
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4	\$0.00
SFP-10G-SR	10GBASE-SR SFP Module	8	\$0.00
SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	8	\$0.00
DS-SFP-FC8G-SW	8 Gbps Fibre Channel SW SFP+, LC	8	\$0.00
UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	2	\$0.00
N10-MGT014	UCS Manager v3.1	2	\$0.00
UCS-FAN-6248UP	UCS 6248UP Fan Module	4	\$0.00
UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	2	\$0.00
UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	2	\$0.00
UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	4	\$0.00
HW	Sirius Implementation Services	1	\$7,220.00
INFRASTRUCTURE ACTIVITY			



Subtotal: \$86,396.40

Shipping and Handling: \$280.69

Total: \$86,677.09

"HW Infrastructure Activity" is an estimated implementation cost for a full implementation.

Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.

This proposal is valid if ordered on or before 07/12/2017.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and ALEDO INDEPENDENT SCHOOL DISTRICT 907. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of ALEDO INDEPENDENT SCHOOL DISTRICT 907 or any party within ALEDO INDEPENDENT SCHOOL DISTRICT 907 who is not privileged to receive such information.

PURCHASE TERMS AND CONDITIONS

1. **Purchase Price; Payment; Taxes.** Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.
2. **Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.
3. **Freight Costs; Delivery.** Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.
4. **Title; Security Interest.** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.
5. **Returns.** No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.
6. **Limited Warranties.** Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.



As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. General. The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

Pricing for these services will be set forth in a separate Statement of Work between Customer and Sirius.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of ALEDO INDEPENDENT SCHOOL DISTRICT 907 will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:
ALEDO INDEPENDENT SCHOOL DISTRICT 907

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Address:

Bill to Address:

Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :



SOLUTION PROPOSAL

Prepared for:
ALEDO INDEPENDENT SCHOOL DISTRICT 907
1008 Bailey Ranch Rd,
Aledo, TX 76008

Prepared By:
Patrick Weller
Client Executive
Phone: () -
Email: patrick.weller@siriuscom.com

Quote Date: 06/09/17
Expires: 07/09/2017
5 Year Basic Quote
Proposal #: PR199805.10

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Quote Date: 06/09/17
Expires: 07/09/2017
5 Year Basic Quote
Proposal #: PR199805.10

Client Executive:
Patrick Weller
Phone: () -
Email:
patrick.weller@siriuscom.com

Part #	Description	Qty	Ext. List Price	Ext. Sale Price
VS6-EPL-AK-A	Academic VMware vSphere 6 Enterprise plus Acceleration Kit for 6 processors VMware Inc.	2	\$32,360.00	\$31,227.40
VS6-EPL-AK-G-SSS-A	Academic Basic Support/Subscription VMware vSphere Enterprise Plus Acceleration Kit for 6 processors for 3 years VMware Inc.	10	\$34,000.00	\$33,228.20
			\$66,360.00	Subtotal: \$64,455.60
			Shipping and Handling: \$0.00	
			Total: \$64,455.60	

Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.

This proposal is valid if ordered on or before 07/09/2017.

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Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement
Agreement Number: DIR-SDD-2035

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of ALEDO INDEPENDENT SCHOOL DISTRICT 907 will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by:
ALEDO INDEPENDENT SCHOOL DISTRICT 907

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Address:

Bill to Address:

Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :



SOLUTION PROPOSAL

Prepared for:
ALEDO INDEPENDENT SCHOOL DISTRICT 907
1008 Bailey Ranch Rd,
Aledo, TX 76008

Prepared By:
Patrick Weller
Client Executive
Phone: () -
Email: patrick.weller@siriuscom.com

Quote Date: 06/09/17
Expires: 07/09/2017
5 Year Veeam Quote
Proposal #: PR199805.12

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Phone: () -
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patrick.weller@siriuscom.com

Part #	Description	Qty	Ext. List Price	Ext. Sale Price
G-VBRENT-VS-P0000-00	BACKUP REPL ENT VMWARE NEW LICs PUBL 6 SEC INCL 1YR 5X12 MNT Product stocked by manufacturer. Delivery times vary.	6	\$7,830.00	\$6,090.00
G-VBRENT-VS-P01AR-00	ANNUAL BASIC RNWL BACKUP REPL ENT 12 VMWARE Product stocked by manufacturer. Delivery times vary.	12	\$3,480.00	\$3,480.00
G-VBRENT-VS-P04PP-00	4YR ADDL PRODUCT MNT BACKUP REPL ENT 6 VMWARE Product stocked by manufacturer. Delivery times vary.	6	\$8,091.00	\$7,731.42
G-VBRENT-VS-P03PP-00	3YR ADDL PRODUCT MNT BACKUP REPL ENT 12 VMWARE Product stocked by manufacturer. Delivery times vary.	12	\$12,528.00	\$11,971.20
G-VBRENT-VS-P0PMR-00	PRODUCT MONTHLY RNWL BACKUP REPL ENT 8 VMWARE Product stocked by manufacturer. Delivery times vary.	8	\$543.78	\$543.78
			\$32,472.78	Subtotal: \$29,816.40
			Shipping and Handling: \$0.00	
			Total: \$29,816.40	

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4. Title; Security Interest. Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.

5. Returns. No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on the Order, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THE ORDER OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THE ORDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. The Order (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. General. The Order (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. The Order may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither the Order nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. The Order does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of ALEDO INDEPENDENT SCHOOL DISTRICT 907 will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by:
ALEDO INDEPENDENT SCHOOL DISTRICT 907

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Address:

Bill to Address:

Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :



SOLUTION PROPOSAL

Prepared for:
ALED0 INDEPENDENT SCHOOL DISTRICT 907
1008 Bailey Ranch Rd
Aledo, TX 76008

Prepared By:
Patrick Weller
Client Executive
Phone: 972.725.2011
Email: patrick.weller@siriuscom.com

Quote Date: 06/10/17
Expires: 07/10/2017
VMware and Veeam Implementation Assistance Services
Proposal #: PR210165.1

Sirius Computer Solutions, Inc.
10100 Reunion Place, Suite 500
San Antonio, TX 78216

All information provided in this proposal is the confidential and proprietary information of Sirius and may not be disclosed, disseminated, or otherwise revealed, in whole or in part, to any party outside of ALED0 INDEPENDENT SCHOOL DISTRICT 907.

SOLUTION SUMMARY

Description	Qty	Ext. Sale Price
VMware Implementation Assistance Services	20	
Veeam Implementation Assistance Services	20	
		Subtotal: \$7,000.00
		Shipping and Handling: \$0.00
		Total: \$7,000.00

Unless otherwise noted, the price stated herein does not include applicable taxes, which may be added at the time of invoice. The price stated above for shipping and handling is subject to change in the event Customer requests expedited shipping, whether such request is made before or after acceptance of this Purchase Authorization by Customer.

PURCHASE AUTHORIZATION

This proposal is valid if ordered on or before 07/10/2017.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The Products contained on this Order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of Products.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and ALEDO INDEPENDENT SCHOOL DISTRICT 907. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of ALEDO INDEPENDENT SCHOOL DISTRICT 907 or any party within ALEDO INDEPENDENT SCHOOL DISTRICT 907 who is not privileged to receive such information.

PURCHASE TERMS AND CONDITIONS

1. **Purchase Price; Payment; Taxes.** Customer agrees to pay the total purchase price as shown on the attached Sirius proposal (the 'Order'), plus any applicable sales/use tax. These Purchase Terms and Conditions (the 'Terms') are explicitly made a part of the Order and are hereby incorporated therein by reference. Payment is due within thirty (30) days from the date of the invoice, unless alternative terms have been agreed upon between Sirius and the client prior to the date of this proposal. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.

2. **Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance the Order, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price of the Order. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price of the Order.

3. **Freight Costs; Delivery.** Sirius will arrange for shipment and delivery of the Products listed in the applicable Order to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.

4. **Title; Security Interest.** Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Order shall be governed by a separate license agreement between Customer and the software vendor.

5. **Returns.** No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. **Limited Warranties.** Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

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Pricing for these services will be set forth in a separate Statement of Work between Customer and Sirius.

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ALEDO INDEPENDENT SCHOOL DISTRICT 907

Approved by:
Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to address:

Bill to address:

Ship to contact(Name,Phone and Email) :

Bill to contact(Name,Phone and Email) :

Unified Connections

5151 Samuell Blvd #130, Dallas, Tx 75228

QUOTE

Quote #	AAAQ1997-11
DATE	May 22, 2017

This quote is valid for 30 days.

To Brooks Moore
Aledo ISD
1 Dean Road
Aledo, TX 76008
United States

Phone

SALESPERSON	P.O. Number	PAYMENT TERMS	DUE DATE
ECunningham			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Huawei Oceanstor 2200 - DR site

1	Huawei OceanStor 2200 v3 Storage Appliance - DR site - 177.6TB Raw (48) 1.2TB 10K RPM SAS Disk Unit(2.5") (20) 6TB 7.2K RPM NL SAS Disk Unit(3.5")	\$48390.00	\$48,390.00
1	Huawei-Co-Care Onsite Standard 9x5xNBD Engineer Onsite Service - 5 Year(s)	\$5973.00	\$5,973.00
2	4 port 10Gb ETH I/O module(RJ45) (to be connected to current OceanStor 5500 storage appliance)	\$925.00	\$1,850.00

UCX Professional Services

UCX Professional Services	\$6,650.00
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Huawei 48 port ToR Switches

1	Huawei CE6850-48T6Q-HI Switch (48-Port 10GE RJ45, 6-Port 40GE QSFP+, 2*AC Power Module, 2*FAN Box, Port-side Exhaust)	\$4840.00	\$4,840.00
1	Huawei CE6850-48T6Q-HI Switch-Co-Care Standard 9x5xNBD Service- 5 years	\$2170.00	\$2,170.00
		SUBTOTAL	\$69,873.00
		SALES TAX	\$0.00
		SHIPPING	\$0.00
		TOTAL	\$69,873.00

This quote is provided pursuant to DIR contract number DIR-TSO-2672 for the provision of technology goods and services.

To accept this quotation, sign here and return: _____

Thank You For Your Business!