

AGREEMENT

32690

THIS AGREEMENT is made and entered, in duplicate, as of June 1, 2012, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 15, 2012, by and between VIRTUAL ENTERPRISES, INC. DBA ADVANCED SYSTEMS GROUP, a Colorado corporation, with a place of business at 12405 Grant Street, Thornton, Colorado 80241 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with the purchase and maintenance of a server disk storage system; and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Two-Hundred Sixty-Two Thousand Dollars (\$262,000.00), over a five (5) year period at the rates or charges shown in Exhibit "A".

B. Consultant may select the time and place of performance for

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these services provided, however, that access to City documents, records, and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

C. Consultant has requested to receive regular payments. City shall pay Consultant thirty (30) days following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry, or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

D. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

E. CAUTION: Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of insurance has been delivered to and approved by the City.

2. TERM. The term of this Agreement shall commence at midnight on June 4, 2012, and shall terminate on June 4, 2017, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

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1 3. COORDINATION AND ORGANIZATION. Consultant shall
2 coordinate its performance with City's representative. Consultant shall advise and inform
3 City's representative of the work in progress on the Project in sufficient detail so as to
4 assist City's representative in making presentations and in holding meetings on the
5 Project.

6 4. INDEPENDENT CONTRACTOR. In performing its services,
7 Consultant is and shall act as an independent contractor and not an employee,
8 representative, or agent of City. Consultant shall have control of Consultant's work and
9 the manner in which it is performed. Consultant shall be free to contract for similar
10 services to be performed for others during this Agreement provided, however, that
11 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
12 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from
13 Consultant's compensation, b) City will not secure workers' compensation or pay
14 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and
15 Consultant is not entitled to any of the usual and customary rights, benefits or privileges
16 of City employees. Consultant expressly warrants that neither Consultant nor any of
17 Consultant's employees or agents shall represent themselves to be employees or agents
18 of City.

19 5. INSURANCE.

20 A. As a condition precedent to the effectiveness of this
21 Agreement, Consultant shall procure and maintain, at Consultant's expense for
22 the duration of this Agreement, from insurance companies that are admitted to
23 write insurance in California and have ratings of or equivalent to A:V by A.M.
24 Best Company or from authorized non-admitted insurance companies subject to
25 Section 1763 of the California Insurance Code and that have ratings of or
26 equivalent to A:VIII by A.M. Best Company the following insurance:

27 (a) Commercial general liability insurance (equivalent in scope to
28 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than

1 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
2 coverage shall include but not be limited to broad form contractual liability,
3 cross liability, independent contractors liability, and products and
4 completed operations liability. The City, its boards and commissions, and
5 their officials, employees and agents shall be named as additional
6 insureds by endorsement (on City's endorsement form or on an
7 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
8 26 11 85), and this insurance shall contain no special limitations on the
9 scope of protection given to the City, its boards and commissions, and
10 their officials, employees and agents. This policy shall be endorsed to
11 state that the insurer waives its right of subrogation against City, its boards
12 and commissions, and their officials, employees and agents.

13 (b) Workers' Compensation insurance as required by the California
14 Labor Code and employer's liability insurance in an amount not less than
15 \$1,000,000. This policy shall be endorsed to state that the insurer waives
16 its right of subrogation against City, its boards and commissions, and their
17 officials, employees and agents.

18 (c) Professional liability or errors and omissions insurance in an
19 amount not less than \$1,000,000 per claim and aggregate.

20 (d) Commercial automobile liability insurance (equivalent in scope
21 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
22 amount not less than \$500,000 combined single limit per accident.

23 B. Any self-insurance program, self-insured retention, or
24 deductible must be separately approved in writing by City's Risk Manager or
25 designee and shall protect City, its officials, employees and agents in the same
26 manner and to the same extent as they would have been protected had the
27 policy or policies not contained retention or deductible provisions.

28 C. Each insurance policy shall be endorsed to state that

1 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
2 days prior written notice to City, shall be primary and not contributing to any
3 other insurance or self-insurance maintained by City, and shall be endorsed to
4 state that coverage maintained by City shall be excess to and shall not
5 contribute to insurance or self-insurance maintained by Consultant. Consultant
6 shall notify the City in writing within five (5) days after any insurance has been
7 voided by the insurer or cancelled by the insured.

8 D. If this coverage is written on a "claims made" basis, it must
9 provide for an extended reporting period of not less than one hundred eighty
10 (180) days, commencing on the date this Agreement expires or is terminated,
11 unless Consultant guarantees that Consultant will provide to the City evidence of
12 uninterrupted, continuing coverage for a period of not less than three (3) years,
13 commencing on the date this Agreement expires or is terminated.

14 E. Consultant shall require that all subconsultants or
15 contractors which Consultant uses in the performance of these services maintain
16 insurance in compliance with this Section unless otherwise agreed in writing by
17 City's Risk Manager or designee.

18 F. Prior to the start of performance, Consultant shall deliver to
19 City certificates of insurance and the endorsements for approval as to sufficiency
20 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration
21 of the insurance, furnish to City certificates of insurance and endorsements
22 evidencing renewal of the insurance. City reserves the right to review complete
23 certified copies of all policies of Consultant and Consultant's subconsultants and
24 contractors, at any time. Consultant shall make available to City's Risk Manager
25 or designee all books, records and other information relating to this insurance,
26 during normal business hours.

27 G. Any modification or waiver of these insurance requirements
28 shall only be made with the approval of City's Risk Manager or designee. Not

1 more frequently than once a year, the City's Risk Manager or designee may
2 require that Consultant, Consultant's subconsultants and contractors change the
3 amount, scope or types of coverages required in this Section if, in his or her sole
4 opinion, the amount, scope, or types of coverages are not adequate.

5 H. The procuring or existence of insurance shall not be
6 construed or deemed as a limitation on liability relating to Consultant's
7 performance or as full performance of or compliance with the indemnification
8 provisions of this Agreement.

9 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
10 contemplates the personal services of Consultant and Consultant's employees, and the
11 parties acknowledge that a substantial inducement to City for entering this Agreement
12 was and is the professional reputation and competence of Consultant and Consultant's
13 employees. Consultant shall not assign its rights or delegate its duties under this
14 Agreement, or any interest in this Agreement, or any portion of it, without the prior
15 approval of City, except that Consultant may with the prior approval of the City Manager
16 of City, assign any moneys due or to become due the Consultant under this Agreement.
17 Any attempted assignment or delegation shall be void, and any assignee or delegate
18 shall acquire no right or interest by reason of an attempted assignment or delegation.
19 Furthermore, with the exception of Heritage Global Solutions and Hitachi Data Systems,
20 Consultant shall not subcontract any portion of its performance without the prior approval
21 of the City Manager or designee, or substitute an approved subconsultant or contractor
22 without approval prior to the substitution. Nothing stated in this Section shall prevent
23 Consultant from employing as many employees as Consultant deems necessary for
24 performance of this Agreement.

25 7. CONFLICT OF INTEREST. Consultant, by executing this
26 Agreement, certifies that, at the time Consultant executes this Agreement and for its
27 duration, Consultant does not and will not perform services for any other client which
28 would create a conflict, whether monetary or otherwise, as between the interests of City

1 and the interests of that other client. And, Consultant shall obtain similar certifications
2 from Consultant's employees, subconsultants and contractors.

3 8. MATERIALS. Consultant shall furnish all labor and supervision,
4 supplies, materials, tools, machinery, equipment, appliances, transportation, and services
5 necessary to or used in the performance of Consultant's obligations under this
6 Agreement.

7 9. OWNERSHIP OF DATA. All materials, information and data
8 prepared, developed, or assembled by Consultant or furnished to Consultant in
9 connection with this Agreement, including but not limited to documents, estimates,
10 calculations, studies, maps, graphs, charts, computer disks, computer source
11 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
12 information, material, and memorandum ("Data") shall be the exclusive property of City.
13 Data shall be given to City, and City shall have the unrestricted right to use and disclose
14 the Data in any manner and for any purpose without payment of further compensation to
15 Consultant. Reuse of Data by City for other purposes shall be at City's sole risk. Copies
16 of Data may be retained by Consultant but Consultant warrants that Data shall not be
17 made available to any person or entity for use without the prior approval of City. This
18 warranty shall survive termination of this Agreement for five (5) years.

19 10. TERMINATION. Either party shall have the right to terminate this
20 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
21 prior notice to the other party. In the event of termination under this Section, City shall
22 pay Consultant for services satisfactorily performed and costs incurred up to the effective
23 date of termination for which Consultant has not been previously paid. The procedures
24 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
25 termination, Consultant shall deliver to City all Data developed or accumulated in the
26 performance of this Agreement, whether in draft or final form, or in process. And,
27 Consultant acknowledges and agrees that City's obligation to make final payment is
28 conditioned on Consultant's delivery of the Data to the City.

1 11. CONFIDENTIALITY. Consultant shall keep the Data confidential
2 and shall not disclose the Data or use the Data directly or indirectly other than in the
3 course of performing its services, during the term of this Agreement and for five (5) years
4 following expiration or termination of this Agreement. In addition, Consultant shall keep
5 confidential all information, whether written, oral, or visual, obtained by any means
6 whatsoever in the course of performing its services for the same period of time.
7 Consultant shall not disclose any or all of the Data to any third party, or use it for
8 Consultant's own benefit or the benefit of others except for the purpose of this
9 Agreement.

10 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
11 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
12 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
13 without breach of this Agreement by Consultant; or (c) a third party who has a right to
14 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
15 disclosed pursuant to subpoena or court order.

16 13. ADDITIONAL COSTS AND REDESIGN. Any costs incurred by the
17 City due to Consultant's failure to meet the standards required by the scope of work or
18 Consultant's failure to perform fully the tasks described in the scope of work which, in
19 either case, causes the City to request that Consultant perform again all or part of the
20 Scope of Work shall be at the sole cost of Consultant and City shall not pay any
21 additional compensation to Consultant for its re-performance.

22 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
23 amended, nor any provision or breach waived, except in writing signed by the parties
24 which expressly refers to this Agreement.

25 15. LAW. This Agreement shall be governed by and construed pursuant
26 to the laws of the State of California (except those provisions of California law pertaining
27 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
28 regulations of and obtain all permits, licenses, and certificates required by all federal,

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 state and local governmental authorities.

2 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
3 constitutes the entire understanding between the parties and supersedes all other
4 agreements, oral or written, with respect to the subject matter in this Agreement.

5 17. INDEMNITY. Consultant shall, with respect to services performed in
6 connection with this Agreement, indemnify, hold harmless and defend the City, its
7 Boards, Commissions, and their officials, employees and agents (collectively in this
8 Section, "City") from and against any and all liability, claims, demands, damage, loss,
9 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
10 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim").
11 Claims include allegations and include Claims for property damage, personal injury or
12 death arising from any negligent act or omission of Consultant, its officers, employees,
13 agents, sub-consultants, or anyone under Consultant's control (collectively "Indemnitor");
14 recklessness; and willful misconduct.

15 18. AMBIGUITY. In the event of any conflict or ambiguity between this
16 Agreement and any Exhibit, the provisions of this Agreement shall govern.

17 19. COSTS. If there is any legal proceeding between the parties to
18 enforce or interpret this Agreement or to protect or establish any rights or remedies under
19 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

20 20. NONDISCRIMINATION.

21 A. In connection with performance of this Agreement and
22 subject to applicable rules and regulations, Consultant shall not discriminate
23 against any employee or applicant for employment because of race, religion,
24 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
25 status, handicap, or disability. Consultant shall ensure that applicants are
26 employed, and that employees are treated during their employment, without
27 regard to these bases. These actions shall include, but not be limited to, the
28 following: employment, upgrading, demotion or transfer, recruitment or

1 recruitment advertising, layoff or termination, rates of pay or other forms of
2 compensation, and selection for training, including apprenticeship.

3 B. It is the policy of City to encourage the participation of
4 Disadvantaged, Minority and Women-owned Business Enterprises in City's
5 procurement process, and Consultant agrees to use its best efforts to carry out
6 this policy in its use of subconsultants and contractors to the fullest extent
7 consistent with the efficient performance of this Agreement. Consultant may rely
8 on written representations by subconsultants and contractors regarding their
9 status. Consultant shall report to City in May and in December or, in the case of
10 short-term agreements, prior to invoicing for final payment, the names of all
11 subconsultants and contractors hired by Consultant for this Project and
12 information on whether or not they are a Disadvantaged, Minority or Women-
13 Owned Business Enterprise, as defined in Section 8 of the Small Business Act
14 (15 U.S.C. Sec. 637).

15 21. NOTICES. Any notice or approval required by this Agreement shall
16 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
17 postage prepaid, addressed to Consultant at the address first stated above, and to the
18 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager.
19 Notice of change of address shall be given in the same manner as stated for other
20 notices. Notice shall be deemed given on the date deposited in the mail or on the date
21 personal delivery is made, whichever occurs first.

22 22. COPYRIGHTS AND PATENT RIGHTS.

23 A. Consultant shall place the following copyright protection on
24 all Data: © City of Long Beach, California ____, inserting the appropriate year.

25 B. City reserves the exclusive right to seek and obtain a patent
26 or copyright registration on any Data or other result arising from Consultant's
27 performance of this Agreement. By executing this Agreement, Consultant
28 assigns any ownership interest Consultant may have in the Data to the City.

1 C. Consultant warrants that the Data does not violate or
2 infringe any patent, copyright, trade secret or other proprietary right of any other
3 party. Consultant agrees to and shall protect, defend, indemnify and hold City,
4 its officials and employees harmless from any and all claims, demands,
5 damages, loss, liability, causes of action, costs or expenses (including
6 reasonable attorneys' fees) whether or not reduced to judgment, arising from any
7 breach or alleged breach of this warranty.

8 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
9 that Consultant has not employed or retained any entity or person to solicit or obtain this
10 Agreement and that Consultant has not paid or agreed to pay any entity or person any
11 fee, commission, or other monies based on or from the award of this Agreement. If
12 Consultant breaches this warranty, City shall have the right to terminate this Agreement
13 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
14 from payments due under this Agreement or otherwise recover the full amount of the fee,
15 commission, or other monies.

16 24. WAIVER. The acceptance of any services or the payment of any
17 money by City shall not operate as a waiver of any provision of this Agreement or of any
18 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
19 Agreement shall not constitute a waiver of any other or subsequent breach of this
20 Agreement.

21 25. CONTINUATION. Termination or expiration of this Agreement shall
22 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
23 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

24 26. TAX REPORTING. As required by federal and state law, City is
25 obligated to and will report the payment of compensation to Contractor on Form 1099-
26 Misc. Contractor shall be solely responsible for payment of all federal and state taxes
27 resulting from payments under this Agreement. Contractor shall submit Contractor's
28 Employer Identification Number (EIN), or Contractor's Social Security Number if

1 Contractor does not have an EIN, in writing to City's Accounts Payable, Department of
2 Financial Management. Contractor acknowledges and agrees that City has no obligation
3 to pay Contractor until Contractor provides one of these numbers.

4 27. ADVERTISING. Consultant shall not use the name of City, its
5 officials or employees in any advertising or solicitation for business or as a reference,
6 without the prior approval of the City Manager or designee.

7 28. AUDIT. City shall have the right at all reasonable times during the
8 term of this Agreement and for a period of five (5) years after termination or expiration of
9 this Agreement to examine, audit, inspect, review, extract information from, and copy all
10 books, records, accounts, and other documents of Consultant relating to this Agreement.

11 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
12 designed to or entered for the purpose of creating any benefit or right for any person or
13 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

VIRTUAL ENTERPRISES, INC. DBA
ADVANCED SYSTEMS GROUP, a
Colorado corporation

6/7, 2012

By [Signature]
President
David Sosnowski
Type or Print Name

_____, 2012

By [Signature]
Secretary
John Murphy
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

6-26, 2012

Assistant City Manager
By [Signature]
City Manager

"City"
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on June 11,
2012.

ROBERT E. SHANNON, City Attorney
By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

QUOTATION

Confidential - for ASG customer use only



DENVER PHOENIX SAN DIEGO SALT LAKE CITY BOISE
SEATTLE LOS ANGELES PORTLAND HOUSTON BATON ROUGE
DALLAS COLORADO SPRINGS OKLAHOMA CITY

Corporate Office: 12405 Grant St. Thornton, CO 80241

To: **Yvonne Lucas**
Company: City of Long Beach
Phone: 562-570-6455
Email: RFPPurchasing@longbeach.gov
Project: **VSP OPTION - 60 Months Support**

PO Fax #: **866-572-5273**

Prepared By: **Chris Hurst**
Email: **churst@virtual.com**
Office: **(858) 300-5521**
Mobile: **(858) 335-8325**

Account Manager: **Steve Medina**
Email: **smedina@virtual.com**
Office: **(323) 924-1129**
Mobile Phone: **(805) 908-7070**

Quote #: **QUO-43730-2HT8MS**
Version: **1**
Date: **4/17/2012**
Expires On: **5/17/2012**

| Product Number | Prod. Description | Qty | Unit List | Unit Net | Line Total |
|---|--|-----|-----------|-----------|------------|
| VSP Array, 64GB Cache, 16 Port 8Gb MF Adpt, 16x600GB, 8x300GB, Rack, PDU's, 60 Months Support, Install | | | | | |
| 1 | DKC710I-CBXA.P Primary Controller Chassis | 1 | 74,010.00 | 19,897.35 | 19,897.35 |
| 2 | DKC-F710I-SBX.P SFF Drive Chassis | 1 | 46,430.00 | 12,482.56 | 12,482.56 |
| 3 | DKC-F710I-600JCM.P SFF 600GB Disk Drive 2.5inch | 16 | 2,290.00 | 615.66 | 9,850.56 |
| 4 | DKC-F710I-BM64.P Cache Flash Memory Module (64GB) | 1 | 31,400.00 | 8,441.79 | 8,441.79 |
| 5 | DKC-F710I-16MUS.P Mainframe Fibre 16-port Host Adptr Shortwave 8Gbps | 1 | 26,510.00 | 7,127.13 | 7,127.13 |
| 6 | DKC-F710I-16UFC.P Fibre 16-Port HOST Adapter(8Gbps) | 1 | 23,610.00 | 6,347.47 | 6,347.47 |
| 7 | DKC-F710I-C32G.P Cache Memory Module (32GB) | 2 | 7,690.00 | 2,067.43 | 4,134.86 |
| 8 | DKC-F710I-SCA.P Disk Adapter | 1 | 15,230.00 | 4,094.54 | 4,094.54 |
| 9 | DKC-F710I-300JCM.P SFF 300GB Disk Drive 2.5inch | 8 | 1,290.00 | 346.81 | 2,774.48 |
| 10 | DKC-F710I-RK42.P Rack - 42U | 1 | 7,130.00 | 1,916.88 | 1,916.88 |
| 11 | FICSM LCLC025M.P LC/LC Fibre Sngl Mode 9UM Cbl 25M | 8 | 410.00 | 110.23 | 881.84 |
| 12 | DKC-F710I-BUC.P DEV Cable from Controller to 1st Drive Chassis | 1 | 3,110.00 | 836.11 | 836.11 |
| 13 | PDU-121112F10.P 12 outlet, single phase 208V/30AMP, NEMA, 10 ft cord | 4 | 735.00 | 197.60 | 790.40 |
| 14 | DKC-F710I-BCH.P Bezel Kit - DKC | 1 | 1,930.00 | 518.87 | 518.87 |
| 15 | DKC-F710I-BUH.P Drive Chassis Bezel - HDS | 1 | 1,760.00 | 473.17 | 473.17 |
| 16 | DKC-F710I-SCOV.P Side Cover | 1 | 1,630.00 | 438.22 | 438.22 |
| 17 | DKC-F710I-FIHT.P Filler Panel | 15 | 70.00 | 18.82 | 282.30 |
| 18 | DKC-F710I-PHUC.P DKU Power Cord Kit (USA) | 1 | 660.00 | 177.44 | 177.44 |
| 19 | DKC-F710I-PLUC.P DKC Power Cord Kit (USA) | 1 | 660.00 | 177.44 | 177.44 |
| 20 | DKC-F710I-DECO.P Decoration Panel - HDS | 1 | 640.00 | 172.06 | 172.06 |
| 21 | DKC-F710I-PBR1.P PDU Bracket 1-Phase | 1 | 490.00 | 131.73 | 131.73 |
| 22 | IP0665-45.P RJ-45 Modular In-Line Coupler 6 Conductor | 1 | 4.00 | 1.08 | 1.08 |
| 23 | IP0665-11.P RJ-11 Modular In-Line Coupler 4 Conductor | 1 | 2.50 | 0.67 | 0.67 |
| 24 | 041-100065-01.P Virtual Storage Platform Microcode Kit | 1 | 0.00 | 0.00 | 0.00 |
| 25 | 041-100066-01.P Virtual Storage Platform Product Documentation Library | 1 | 0.00 | 0.00 | 0.00 |
| 26 | DTI4GL.P 4GB USB memory stick with lanyard | 1 | 0.00 | 0.00 | 0.00 |
| 27 | IP0662-14.P LAN Cable 14ft | 1 | 0.00 | 0.00 | 0.00 |
| 28 | 043-991850-01.P SVC VSP SBX 1Mo Yr-B Maintenance Service | 24 | 1,325.00 | .00 | 31,800.00 |
| 29 | 043-991841-01.P SVC VSP CC 1Mo Yr-B Maintenance Service | 24 | 1,100.00 | .00 | 26,400.00 |
| 30 | 043-991846-01.P SVC VSP SBX 1Mo Yr-A Warranty Service | 36 | 0.00 | .00 | 0.00 |
| 31 | 043-991837-01.P SVC VSP CC 1Mo Yr-A Warranty Service | 36 | 0.00 | 0.00 | 0.00 |

Price does not include tax, insurance or shipping charges.

ASG Terms : ons shall apply to purchase order from this quote.

QUOTATION

Confidential - for ASG customer use only

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|---|--------------------|---|----|-----------|-----------|---------------------|
| 32 | 043-991828-01.P | SVC VSP Installation - Control Frame | 1 | 6,500.00 | 6,500.00 | 6,500.00 |
| 33 | 043-991826-01.P | SVC VSP Installation Planning | 1 | 5,000.00 | 5,000.00 | 5,000.00 |
| Spare Drives | | | | | | |
| 34 | DKC-F710I-600JCM.P | SFF 600GB Disk Drive 2.5inch | 1 | 2,290.00 | 615.66 | 615.66 |
| 35 | DKC-F710I-300JCM.P | SFF 300GB Disk Drive 2.5inch | 1 | 1,290.00 | 346.81 | 346.81 |
| Software - BOS, BOS V, 60 Months Support | | | | | | |
| 36 | 044-230001-03.P | VSP Basic Operating System 20TB Base License | 1 | 46,800.00 | 18,184.33 | 18,184.33 |
| 37 | 044-230001-01B.P | VSP Basic Operating System 1-VSD Pair Base License | 1 | 8,350.00 | 3,244.43 | 3,244.43 |
| 38 | 044-230001-01.P | VSP Basic Operating System Media Kit | 1 | 0.00 | 0.00 | 0.00 |
| 39 | 304-230001-03.P | SVC VSP BOS 20TB Base License | 60 | 585.00 | 227.30 | 13,638.00 |
| 40 | 304-230001-01B.P | SVC VSP BOS 1-VSD Pair Base - SW Sppt | 60 | 104.38 | 40.56 | 2,433.60 |
| | | | | | | 174,040.18 |
| Pro Services | | | | | | |
| 41 | 051-000584-01.P | SVC Consulting Time & Materials - 40 Hour (i99) | 1 | 10,000.00 | 10,000.00 | 10,000.00 |
| 42 | 051-000584-02.P | SVC Consulting Time & Materials - 40 Hour T&E (i99) | 1 | 2,948.72 | 2,948.72 | 2,948.72 |
| 43 | 051-000708-01.P | SVC IND-Mainframe Host Based Migration (i27) | 1 | 34,159.72 | 34,159.72 | 34,159.72 |
| 44 | VDR-PS | PROFESSIONAL SERVICES - Heritage Project Mgmt | 80 | 200.00 | 200.00 | 16,000.00 |
| 45 | VDR-PS | PROFESSIONAL SERVICES - Heritage Knowledge Transfer | 40 | 200.00 | 200.00 | 8,000.00 |
| | | | | | | 71,108.44 |
| Subtotal | | | | | | \$261,220.22 |
| Total | | | | | | \$261,220.22 |

ASG Solution Partners
 Oracle Hitachi Data Systems – Platinum Partner NetApp – Star Partner
 IBM – Premier Business Partner VMware – Enterprise Partner Microsoft – Gold Partner Hewlett Packard
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