

Information Technology

☎ 402-562-4242

@ it@columbusne.us



City of Columbus

City Hall

2500 14th St., Suite 3

P. O. Box 1677

Columbus, NE 68602

MEMORANDUM

DATE: 3/20/2025
TO: City Administrator / Mayor / City Council
FROM: Matt Soukup
RE: Data Center Cisco HyperFlex Renewal

RECOMMENDATION:

I recommend the approval of the Sirius proposal to renew the Cisco HyperFlex subscription.

DISCUSSION:

This is a 3-year renewal of service and support for our core data center servers that were purchased in 2022. These servers host the majority of data for the City. This service will allow us to quickly have any issues resolved with the core software and hardware on these servers.

FISCAL IMPACT:

Funds for this purchase will come from the budgeted \$70,000 for Miscellaneous Upgrades: 100-100-57510-20005. Total cost is \$22,196.94.

ALTERNATIVES:

Staff makes no alternative recommendation.

SIGNATURE:

By: Matt J Soukup

Approved By: Heather Lindsley
Heather Lindsley, Finance Director

Approved By: Tara Vasicek
Tara Vasicek, City Administrator



SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2500 14TH ST STE 3
COLUMBUS, NEBRASKA 68601-4958
UNITED STATES

Client Executive:

Casey Lee
+1 (402) 578-3555
casey.lee@cdw.com

Proposal Number: Q-00475144

Proposal Date: 03/19/2025

Expires: 04/25/2025

Description: Cisco HyperFlex - Renew Sub1172416

Currency: USD

Client Executive:
Casey Lee
+1 (402) 578-3555
casey.lee@cdw.com

**CITY OF COLUMBUS
2500 14TH ST STE 3
COLUMBUS, NEBRASKA 68601-4958
UNITED STATES**



Sirius Computer Solutions, LLC

Proposal Number: Q-00475144
Proposal Date: 03/19/2025
Expires: 04/25/2025
Description: Cisco HyperFlex - Renew Sub1172416
Attn:

Headquarters:
10100 Reunion Place, Suite 500
San Antonio, Texas 78216
www.siriuscom.com
Sirius Tax ID # 74-2836721

Part #	Description	Qty	Ext. Price
HXDP-M5-SW	HyperFlex Data Platform M5 Software	1	\$0.00
SVS-DCM-SUPT-BAS	Basic Support for DCM	1	\$0.00
HXDP-M5-E-AD	HyperFlex Data Platform M5 Edge Advantage	3	\$22,196.94
Extended Subtotal:			\$22,196.94
Total Client Price:			\$22,196.94

Proposal Comments:

SAAS BILLING FREQUENCY: PREPAID

SAAS TERM: 36 MONTHS (4/25/2025 - 4/24/2028)

SAAS WILL TERMINATE AT END OF TERM. TO AVOID A DISRUPTION OF SERVICE, A NEW ORDER MUST BE PLACED PRIOR TO THE ORIGINAL TERM EXPIRATION.

Terms and Conditions:

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event CITY OF COLUMBUS ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, LLC. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products. For purposes of clarity, services being sold under this Proposal, whether Sirius' or a manufacturer's/vendor's, shall not be subject to shipping and handling and the terms related thereof.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

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

Agreement Type: Customer Agreement 34239-CA

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

As between Sirius and Customer, this Proposal is subject to the terms and conditions of the preceding referenced Agreement(s) or the included Terms and Conditions. To the extent any of the terms and conditions contained herein below conflict with the terms of above, referenced or otherwise, the terms contained herein will control in regards to Customer's use of the software subscriptions (collectively "Subscriptions") contained on this Proposal. Notwithstanding any provision to the contrary contained in any agreements between Sirius and Customer or this Proposal, all terms of use for the Subscriptions contained on this Proposal will be controlled by the terms and conditions at <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html> ("Cisco General Terms") and any Product Specific Terms found at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>. In addition, with respect to Subscription(s) that require Customer to have telephony services and/or public switched telephone network ("PSTN") access (such as WebEx), Customer shall consent for such PSTN or telephony provider to have access to Customer's administrative portal associated with such SaaS offering(s) and to provide such information as needed for said company to provide their services.

Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius to order the Subscriptions listed in this Proposal. Any terms proposed in Customer's acceptance of Sirius' offer that add to, vary from, or conflict with these terms and conditions are hereby objected to and shall not apply. Notwithstanding any provision to the contrary above, referenced or otherwise, Customer acknowledges that the Subscriptions contained on this proposal may be adjusted by Customer through Sirius, or the manufacturer, if applicable, including but not limited to subscription renewals, extensions, and other add-ons, (as defined by the manufacturer), and Customer will be responsible for and will pay all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any true-forwards, overage fees, audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses. Further,

Customer acknowledges that the Subscriptions may be subject to recurring billing based upon Customer's then current usage of the Subscriptions. The Subscriptions are non-cancellable, non-returnable, and non-refundable. For purposes of clarity, the termination of any referenced Agreement(s) will not terminate any active Subscriptions contained herein.

For the purposes of determining the taxability of the Subscription items, the Subscriptions will be deemed to have been delivered to the location identified as the shipping address for these Subscriptions. If the Subscriptions include any tangible items delivered as a part of the Subscriptions, these items will be considered inconsequential for tax purposes and the relevant state law will apply.

Cisco Terms and Conditions

If applicable, Customer acknowledges that Sirius will provide separate invoices for the Webex service and the Cisco Calling Plan service. Sirius will collect applicable sales tax for the Webex service. If Customer selects a Cisco Calling Plan service, Sirius will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.

Customer will pay all Fees for the use of the Cisco products and services as outlined in Sirius's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Sirius. In addition to the Subscription Fee, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco products and services. Sirius will invoice Customer for the Subscription Fee periodically as set forth in this Proposal unless otherwise agreed to between the parties. Sirius will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

In addition to any other rights Sirius may have, Sirius may suspend or terminate the Cisco products and services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

The Cisco products and services purchased under this Proposal are non-cancellable and all Fees paid to Sirius are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR THE ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco products and services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html>, which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf, and the Buying Programs and Offer Descriptions at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~buying-programs-supplemental-terms-and-offer-descriptions>, and (2) that Cisco or its affiliates and not Sirius will be responsible for the performance of the Cisco products and services.

Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, LLC

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 Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

