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Quote No.	3000183244300.1	Sales Rep	Drew Byford
Total	\$379,477.77	Phone	512.647.6646
Customer #	530787	Email	Drew_Byford@Dell.com
Quoted On	Nov. 13, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Jan. 27, 2025		CITY OF PORT ST LUCIE
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		121 SW PORT ST LUCIE BLVD PORT SAINT LUCIE, FL 34984
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		

Message from your Sales Rep

Legal name for Dell Financial Services: City of Port St. Lucie, Florida

Regards,
Drew Byford

Shipping Group

Shipping To	Shipping Method
CHARLES MCCASKILL CITY OF PORT ST LUCIE 121 SW PORT ST LUCIE BLVD BLDG A PORT SAINT LUCIE, FL 34984 (772) 201-0497	Standard Delivery

	Quantity	Unit Price	Subtotal
1. FL PORT ST LUCIE QUEST SL ON SQL SVR XPERT ED ENT24X7TRMLIC/MNTPK1/28/25-1/27/28	1	\$34,756.78	\$34,756.78
2. FL PORT ST LUCIE QUEST TOAD F/SQL SVR XPERT ED ENT TRM LIC/MNT PK1/28/25-1/27/28	1	\$3,779.63	\$3,779.63
3. FL PORT ST LUCIE QUEST APEXSQL AUDIT ENT 24X7 TERM LIC/MNT 1/28/25-1/27/28	1	\$37,905.21	\$37,905.21
4. FL PORT ST LUCIE QUEST APEXSQL MANAGE ENT TERM LIC/MNT 1/28/25-1/27/28	1	\$24,281.64	\$24,281.64

5. FL PORT ST LUCIE QUEST RECOVERY MGR F/AD ENT 24X7 TRM LIC/MNT 1/28/25-1/27/28	1	\$30,184.46	\$30,184.46
6. FL PORT ST LUCIE QUEST NV ENT CAP ED ENT 24X7 TRM LIC/MNT 1/28/25-1/27/28	1	\$95,050.75	\$95,050.75
7. FL PORT ST LUCIE QUEST QORESTOR ENT 24X7 TERM LIC/MNT 1/28/25-1/27/28	1	\$63,344.77	\$63,344.77
8. FL PORT ST LUCIE QUEST REC MFR F/EXCH ENT 24X7 TRM LIC/MNT 1/28/25-1/27/28	1	\$23,901.10	\$23,901.10
9. FL PORT ST LUCIE QUEST KACE SYS MGMT APPL100MGDCOMP24X7TRMLIC/MNT1/28/25-1/27/28	1	\$3,507.43	\$3,507.43
10. FL PORT ST LUCIE QUEST KACE SYS MGMT ADDTL MGD COMP24X7TRMLIC/MNT1/28/25-1/27/28	2200	\$28.53	\$62,766.00
		Subtotal:	\$379,477.77
		Shipping:	\$0.00
		Non-Taxable Amount:	\$379,477.77
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$379,477.77

Public embedded terms Language

1. **Customer shall insert the following on its associated Purchase Order (PO):**

“Quote # 3000183244300.1, dated November 13, 2024, with all terms and conditions, is hereby incorporated by reference in this PO. The PO and Quote shall supersede all previous Quotes for this opportunity. Any additional purchase order terms and conditions applicable to this PO shall apply only to Vendor or Contractor and not to the payment commitment to Dell Financial Services L.L.C. contained in the Quote. Customer will remit all Payments to P.O. BOX 5292, Carol Stream, IL 60197-5292.”

2. This Quotation is a sale of goods and is not a services contract. Customer’s purchase order must be received by Dell no later than 1/31/2025

3. Acceptance of the products stated on this Quotation shall occur upon receipt.

4. Failure to make any one payment will require Customer to discontinue using all Software licenses and certify it has uninstalled and is no longer using the Software or related services on this Quotation. Early termination by Customer is only permitted in the event that fiscal funding is eliminated for the project with which the above products are associated. Furthermore, termination for lack of fiscal funding may only occur at the annual anniversary date of this Quotation. Customer agrees that continued use of this Software after declaring a non-appropriation will require Customer to continue to pay for the Software, so Customer does not violate the Takings Clause of the US Constitution and other applicable state and local laws.

5. The total purchase price for the items set forth above shall be payable in the following periodic payment installments (each a "Due Date" and each installment amount a "Payment") as outlined below. Payment must be received by the due date or a late fee will be assessed in accordance with any applicable prompt payment act. Dell assigns its rights to the Payments and any applicable late charge hereunder to Dell Financial Services L.L.C. ("DFS") and DFS may invoice Customer for the Payments, and Customer shall make Payments to DFS in accordance with these provisions. All Payments shall be made to Dell Financial Services L.L.C., PAYMENT PROCESSING CENTER, P.O. BOX 5292 Carol Stream, IL 60197-5292.

6. Customer agrees that notwithstanding anything in the Agreements, DFS and its successors and assignees may at any time and without notice further assign the Payment, in whole or in part.

Payment Amount	Payment Due Date
\$ 126,492.59	3/15/2025
\$ 126,492.59	3/15/2026
\$ 126,492.59	3/15/2027

Shipping Group Details

Shipping To

CHARLES MCCASKILL
CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
BLDG A
PORT SAINT LUCIE, FL 34984
(772) 201-0497

Shipping Method

Standard Delivery

	Quantity	Unit Price	Subtotal
1. FL PORT ST LUCIE QUEST SL ON SQL SVR XPERT ED ENT24X7TRMLIC/MNTPK1/28/25-1/27/28 SKU: AD079186 MFG Part #: Current Duration: Total Duration:	1	\$34,756.78	\$34,756.78
		OLS Purchase Type: RETAIL Maint. End Date:	
2. FL PORT ST LUCIE QUEST TOAD F/SQL SVR XPERT ED ENT TRM LIC/MNT PK1/28/25-1/27/28 SKU: AD079187 MFG Part #: Current Duration: Total Duration:	1	\$3,779.63	\$3,779.63
		OLS Purchase Type: RETAIL Maint. End Date:	
3. FL PORT ST LUCIE QUEST APEXSQL AUDIT ENT 24X7 TERM LIC/MNT 1/28/25-1/27/28 SKU: AD078618 MFG Part #: Current Duration: Total Duration:	1	\$37,905.21	\$37,905.21
		OLS Purchase Type: RETAIL Maint. End Date:	
4. FL PORT ST LUCIE QUEST APEXSQL MANAGE ENT TERM LIC/MNT 1/28/25-1/27/28 SKU: AD120167 MFG Part #: Current Duration: Total Duration:	1	\$24,281.64	\$24,281.64
		OLS Purchase Type: RETAIL Maint. End Date:	
5. FL PORT ST LUCIE QUEST RECOVERY MGR F/AD ENT 24X7 TRM LIC/MNT 1/28/25-1/27/28 SKU: AD120168 MFG Part #: Current Duration: Total Duration:	1	\$30,184.46	\$30,184.46
		OLS Purchase Type: RETAIL Maint. End Date:	
6. FL PORT ST LUCIE QUEST NV ENT CAP ED ENT 24X7 TRM LIC/MNT 1/28/25-1/27/28 SKU: AD078616 MFG Part #: Current Duration: Total Duration:	1	\$95,050.75	\$95,050.75
		OLS Purchase Type: RETAIL Maint. End Date:	
7. FL PORT ST LUCIE QUEST QORESTOR ENT 24X7 TERM LIC/MNT 1/28/25-1/27/28 SKU: AD078617 MFG Part #: Current Duration: Total Duration:	1	\$63,344.77	\$63,344.77
		OLS Purchase Type: RETAIL Maint. End Date:	
8. FL PORT ST LUCIE QUEST REC MFR F/EXCH ENT 24X7 TRM LIC/MNT 1/28/25-1/27/28 SKU: AD079203 MFG Part #: Current Duration: Total Duration:	1	\$23,901.10	\$23,901.10
		OLS Purchase Type: RETAIL Maint. End Date:	
9. FL PORT ST LUCIE QUEST KACE SYS MGMT APPL100MGDCOMP24X7TRMLIC/MNT1/28/25-1/27/28	1	\$3,507.43	\$3,507.43

SKU: AD079241

MFG Part #:

OLS Purchase Type: RETAIL

Current Duration:

Total Duration:

Maint. End Date:

10. FL PORT ST LUCIE QUEST KACE SYS MGMT ADDTL MGD
COMP24X7TRMLIC/MNT1/28/25-1/27/28

2200

\$28.53

\$62,766.00

SKU: AD120169

MFG Part #:

OLS Purchase Type: RETAIL

Current Duration:

Total Duration:

Maint. End Date:

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.