

Board of Education Regular Meeting

August 12, 2025 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Mr. Don Bartch, Assistant Superintendent of School Operations	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item We're off to an amazing start this school year with our Teacher Supply Closet, Backpack Program, and Parent Universities in full swing! We were excited to have hosted our first MCS Supply Drive at Mitchell-Neilson Primary in partnership with Murfreesboro Muslim Youth, Wellpoint, Read to Succeed, and our MCS Farmers - we provided over 450 children with backpacks, school supplies, books, food, and homegrown veggies! There was also other supply drives held in the community to support our students - we would like to give a big thank you to H3 Church, HWY 231 Church of Christ, The Experience Community Church, and the Family Worship Center for hosting supply drives on their campuses for our students this summer. We also received an abundance of school supplies from the amazing, annual Stuff the Bus organized by the United Way South Central Tennessee . We are extremely grateful for their continued support to our students and families. We would also like to thank NHC, Weichart Realty Group, Chi Omega Sorority, and the TN Comptroller of the Treasury for their generous donations of school supplies made to our Teacher Supply Closet. Because of these wonderful events we know our students will get the supplies they need to have a confident start to their school year. We are gearing up for our Backpack Program with the first packing day on August 20th . With support again from Second Harvest we will be able to serve 175 students weekly . We would also like to thank Wilson Bank and Trust and First Presbyterian Church for all the food they collected for our Backpack Program this month to make sure our students in need will have plenty of food to start their school year. Thank you to the New Vision 50+ ministry for their continued dedication to pack our Backpack bags on Wednesday mornings and to Fellowship Methodist Church's FUEL program that serves 4 of our schools in the district with Backpack bags. We could not run this program alone and are so thankful for the outpour of support from these partners. We had an exciting kick off for Parent University with our "A Glimpse at Kindergarten" Zoom held on July 31 st - We were thrilled to have over 100 parents join us online! We also held the Zoom in Spanish to support our ESL	Mrs. Lisa Trail

families. It was a successful start for the school year. We have several great sessions planned for our families in August and September with many more in the works! Currently for August and September we have 3 Zooms including: "Let's Talk About School Anxiety", "Digital Age Education", and "Data Literacy". We also have a fun Family Literacy Night planned at the Discovery Center at Murfree Springs on September 16th where families can come together and experience new ways to have fun learning. We are really excited about our strong start and look forward to connecting with our families this school year to support their child's learning and development!	
A. Spotlight on Education-Summer Feeding Program Procedural Item	Dr. Trey Duke
B. The Best of MCS-Keth Sneed and Hope North-Summer Feeding Chow Bus Drivers Procedural Item	Dr. Trey Duke
C. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 7-22-25 Board Meeting Minutes Consent Item	
B. Personnel Report Consent Item	
C. Approval of Donation Agreement to Murfreesboro Police Department Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Contract-Dell Computer Lease Agreement Action Item	Dr. Trey Duke
B. Approval of Contract-Gallagher Consulting Agreement Action Item	Dr. Trey Duke
C. Approval of Professional Services Agreement with Ironsmith Fire, LLC Action Item	Dr. Trey Duke
D. Approval of Annual Microsoft Licensing Renewal (CDW-G Quote #PMLM088) Action Item	Dr. Trey Duke
E. Approval of Resolution-Cooperative Purchasing Agreements Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Enrollment Update Information Item	Mr. Ken Rocha
B. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

July 22, 2025 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles, Absent: Ms. Karen Dodd. In attendance: Dr. Trey Duke, Sheri Arnette, Maria Johnson, Christy Robinson, Jessica Jacobs, Kim Inglis, Caitlin Bullard, Sonya Cox, Andrea Oakley, April Irvin, Cathy Pressnell, Ken Rocha, Angela Fairchild, Daniel Owens, Don Bartch, Tawana Harper, and Liz Rueby. Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Mr. Daniel Owens, Director of Finance.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	Chair Butch Campbell
III. COMMUNICATIONS Information Item	Dr. Trey Duke
A. The Best of MCS-Rosa James-Custodian at Cason Lane Academy Procedural Item	Dr. Trey Duke
B. Spotlight on Education-Instruction Department Procedural Item Dr. Duke and the Board welcomed new Math Coordinator, April Irvin to the Instruction team. April spoke about the 3-day Math Institute that we had over the past few weeks. She said that the institute was a success with 26 teachers attending. Dr. Cathy Pressnell shared about the Summer Literacy Institute. She told the Board that 34 teachers attended this Literacy Institute with a total of 145 teachers that have been through the training at this point. She said that she will be conducting another Literacy Institute 2.0 during the school year. Dr. Pressnell shared that 75% of the pieces of work that have been accepted by the Models of Excellence board came from teachers that have attended the Summer Literacy Institute! Dr. Duke added that it's a huge investment of time and for teachers to invest in this program shows others that it is worthy of their time.	Ms. Sheri Arnette
C. Recognition of New Staff: Kim Inglis-Assistant Principal at Black Fox Jessica Jacobs-Assistant Principal at John Pittard Tawana Harper-Assistant Principal at Reeves Rogers Liz Rueby-Principal at Reeves Rogers Procedural Item	Dr. Trey Duke

Minutes
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July 22, 2025
Recorded by L. VanCleave

MISSION STATEMENT: To assure academic and personal success for each child.

D. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Mr. David Settles and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
A. Approval of 6-24-25 Board Minutes Consent Item	
B. Approval of all Field Trips Under \$20.00 Consent Item	
C. Approval for Director to Instruct at MTSU for 2025-2026 Consent Item	
D. Approval of Contract-KnowBe4 Consent Item	
E. Second Reading of Board Policies Consent Item	
i. Approval of Discrimination Policies, Revisions on Second Reading: Policy 4.100 Policy 5.500 Policy 6.304 Consent Item	
ii. Approval of Board Policy 1.407 School District Records, Revisions on Second Reading Consent Item	
iii. Approval of Board Policy 2.403, Surplus Property, Revisions on Second Reading Consent Item	
iv. Approval of Board Policy 3.202, Emergency Preparedness Plan, Revisions on Second Reading Consent Item	
v. Approval of Board Policy 4.403, Library Materials, Revisions on Second Reading Consent Item	
vi. Approval of Board Policy 4.406, Use of Internet, Revisions on Second Reading Consent Item	
vii. Approval of Board Policy 4.600, Grading System and Reporting Progress, Revisions on Second Reading Consent Item	
viii. Approval of Board Policy 5.1061, Employment of Retirees, Revisions on Second Reading Consent Item	
ix. Approval of Board Policy 5.305, Family and Medical Leave, Revisions on Second Reading Consent Item	
x. Approval of Board Policy 5.701, Substitute Teachers, Revisions on Second Reading Consent Item	
xi. Approval of Board Policy 6.411, Promoting Student Wellness, Revisions on Second Reading Consent Item	
xii. Approval of Board Policy 6.600, Student Records, Revisions on Second Reading Consent Item	
F. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell

Minutes
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July 22, 2025
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MISSION STATEMENT: To assure academic and personal success for each child.

A. Approval of Board Policy 3.204, Threat Assessment Teams, on Second Reading Action Item Motion to approve Board Policy 3.204, Threat Assessment Teams, on Second Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1	Ms. Lauren Bush
B. Approval of Board Policy 5.110, Compensation Guides and Contracts, Revisions on Second Reading Action Item Motion to approve Board Policy 5.110, Compensation Guides and Contracts, Revisions on Second Reading. This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke informed the Board that at the June 24th board meeting, during the first reading of the policy, Mr. Richardson asked about the fiscal note, and that information has been added to the memo on this second reading. David Settles said that he is happy to see the changes to this policy. He said that this speaks to the fact that we appreciate our teachers, as well as the fact that all employees are valuable in our district.	Ms. Lauren Bush
C. Approval of Board Policy 6.303, Questioning Students and Searches, Revisions on Second Reading Action Item Motion to approve Board Policy 6.303, Questioning Students and Searches, Revisions on Second Reading. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Ms. Lauren Bush
D. Approval of Board Policy 6.312, Use of Personal Communications Devices in School, Revisions on Second Reading Action Item Motion to approve Board Policy 6.312, Use of Personal Communications Devices in School, Revisions on Second Reading. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 David Settles said that he is thankful for the additional language being added to this policy since the first reading.	Ms. Lauren Bush
E. Approval of Murfreesboro Police Department Memorandum of Understanding for School Resource Officer Services Action Item Motion to approve Murfreesboro Police Department Memorandum of Understanding for School Resource Officer Services. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 After approval of the Memorandum, Dr. Duke added that our Police Department School Safety Division was honored with the Model SRO Agency Award by the National Association of School Resource Officers for its innovative and impactful approach to school-based policing within Murfreesboro City Schools. They were presented this award at the 35th Annual School Safety Conference held in Texas. Dr. Duke agreed that they are a model SRO agency and work so carefully with us and do such a good job.	Dr. Trey Duke

Dr. Duke thanked Captain Fanning, Lt. Williams, and all the SROs that work so hard in our district. He added that he is so grateful that their work is being recognized nationwide.	
F. Approval of Budget Amendment-FY26 GP-Project Play Action Item Motion to approve Budget Amendment-FY26 GP-Project Play. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
G. Approval of Contract-Staff EZ for Staffing Services Action Item Motion to approve Contract-Staff EZ for Staffing Services. This motion, made by Ms. Barbara Long and seconded by Mr. Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke said that we have no immediate plans to use this service. He explained that last year we lost a hard-to-fill position in March, and they helped find someone to finish out the year. He said that he wanted to make sure that something is in place in case that happens again this year.	Dr. Trey Duke
H. Approval of Contract-Mulching Action Item Motion to approve Contract-Mulching. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
I. Approval of Revenue and Expenditure Report Action Item Motion to approve Revenue and Expenditure Report. This motion, made by Ms. Barbara Long and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1	Mr. Daniel Owens
VI. REPORTS AND INFORMATION	Chair Butch Campbell
A. Human Resources Update Information Item Maria Johnson came forward to tell the Board about the recent "Welcome to MCS Day." She explained that there were 80 certified staff members that attended with their families and friends, and the day was a huge success. She also told the Board that we currently have 6 unfilled positions, but those should be filled in the upcoming week. She is also presently working to fill 4 Special Education positions. She said that she will use the service of Staff EZ if needed to fill those positions. She added that we hired 23 full-time and 31 part-time positions. Chair Campbell said that he stopped by for the day and said that there was lots of laughter and happiness and that Dr. Johnson's team did a wonderful job of welcoming our new staff. Dr. Duke added that there are a lot of returning staff this year. Dr. Johnson said that we have 13 staff returning in various positions.	Ms. Maria Johnson
B. Director's Update Information Item Dr. Duke told the Board that we have had a busy few weeks. He said that all staff are working hard getting buildings ready to welcome teachers. Dr. Duke gave a shout out to everyone on the central office team all summer, but specifically over the past two weeks getting things ready for the school year to start.	Dr. Trey Duke

Dr. Duke also updated the Board on the pause of federal funds. He said that with the pausing of the Title II, III, and IV programs, it was about a 1.24-million-dollar revenue source for us that has been stopped. He said that about \$700,000 was teacher salaries. He said these funds are being paused by the Office of the OMB at the federal level. Dr. Duke added that he does not intend to make employment changes. He said that there is still information coming in. He received information last week that the 21st Century Grant funds were released. He added that that was great news for our after-school tutoring program. The amount of that release was a little over \$500,000. He said that would bring the dollars "in limbo" to about \$670,000, and that is a big part of our professional development funds. Dr. Duke said that he will keep the Board updated as he knows more.

Barbara Long asked if there had been any comments from the state dept and Dr. Duke said that they are giving us information as they receive it. They are not keeping information from us.

Amanda Moore asked if the reason that we do not have to cut staff right now is because of our healthy fund balance, and Dr. Duke said yes, we will have to tap into that if funds are not released. He added that we will have to make some decisions of whether we are able to execute all PD that we had planned for the year.

David Settles added that he feels that this is shameful and cowardly for any administration to hold up funds that educate our children. He commended Dr. Duke for making sure our district has a healthy fund balance in times like this.

Jimmy Richardson added that it is abject cruelty.

Dr. Duke updated the Board on the fact that last year in the Governor's budget, it was passed that teachers that taught last year would receive a \$2000 one-time bonus. He said that those funds were not available until July 1. He told the Board that we have now received that money, and we are working through lists to make sure they are correct. He gave a shout-out to the HR and Finance teams for working through the lists so carefully. He said that we will take the time to process the payments and should have that completed by the end of August. Dr. Duke added that messaging will be going out to teachers and they should see their check by the end of August. He did say that he expects some appeals because of teachers that transferred to us from another district and they showed up on two lists and we are working through that.

Finally, Dr. Duke informed the Board that we have been approved for the Second Harvest Food Bank grant again this year that will provide food for 175 families for the weekend backpack program. He said that we send out between 350 and 370 backpacks each week. He asked the Board to keep their eyes open for more information on food drives in the future.

He ended the update with some dates that are coming up. He said that the New Teacher Orientation starts tomorrow, the beginning of the year principals' meeting will be on Thursday, and one week from Friday, teachers return. He said that Open Houses are at all schools on August 4. He added that enrollment verification opens next week, and he encouraged those that have not re-enrolled your children to please do so on the 25th. He said that there has been great energy at the start of the year, and it's his favorite time of the year.

Chair Campbell reminded everyone of the ribbon cutting Friday at 10:00 at Reeves Rogers.

Chair Campbell also said that he had a great weekend at the Summer Law Conference. He also

enjoyed meeting Don Barch at 910 Ridgely Road, the new transportation-maintenance facility. He said that the location is coming along very well and is very spacious with enough room for four buses in the maintenance part of the building. He thanked Don for a great job in getting things going at that facility.	
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 6:53 p.m.	Chair Butch Campbell

Director of Schools

Agenda Item Title: Personnel Report

Board Meeting Date: August 12, 2026

Department: Human Resources

Presented by: Dr. Maria Johnson

Board Agenda Category:

Consent Agenda ☐

Action Item ☐

Reports and Information ☒

Requires City Council Approval: Yes ☐ No ☒

Summary

The personnel report provides a summary of certified and classified new hires, resignations, retirements, and terminations from 05/29/25 - 08/06/25. This report indicates changes from the closing of the 2024-2025 school year to the opening of the 2025-2026 school year.

Staff Recommendation

Approval of personnel report.

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

☐ **Known:** Every student will be *known* through whole-child programs and support.

☐ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☒ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.

☐ **Empowered:** Every student will be *empowered* through academic success

Human Resources Personnel Report 05/29/2025 - 08/06/2025

Certified Hires

<u>Name</u>	<u>Location</u>	<u>Grade Level</u>
Erica Castaing	BF	1st Grade
Janice Martino	BF	1st Grade
Stephanie Wood	BF	1st Grade
Emma Sagor	BF	3rd Grade
Christan Lee	BF	4th Grade
Sara Beth Glover	BF	5th Grade
Stacie Francis	BF	Academic Coach
Elizabeth Stefaniak	BF	Art teacher
Jeffrey Clark	BF	CDC Teacher
Ashlee Reep	BF	Kindergarten
Julie Jaramillo	BF	Kindergarten
Haley Armstrong	BR	BEST Teacher
Nicole Dunham	BR	BEST Teacher
Shaleen Armstrong	BR	Kindergarten
Trisha Sneed-Gailbraith	BR/RR	ESL Teacher
Evelyn Claire Haynes	CLA	2nd Grade
Evan Hill	CLA	3rd Grade
Shaun Robertson	CLA	4th Grade
Kathy Buchanan	CLA	5th Grade self contained
Merica Berry	CLA	6th Grade
Presley Berry	CLA	CDC
Samantha Freemon	CLA	SLP
Lori Crawford	CLA/DS	School Counselor
Devyn Blackmore	CLAPK	IPK Teacher
Maggie Speer	CLAPK	IPK Teacher
Felicia James	CO	Inter+Accl Spec.
April Irvin	CO	Math Coordinator
Heather Shehane	CO	SLP
Misty Taylor	CO	SLP
Kayla Woodlee	DS	1st Grade
Beth Mitchell	DS	Library
Yessenia Pena	DW	Vision Teacher
Brook LaRoche	ESE	1st Grade
Aislan Hay	ESE	1st Grade Teacher
Gwendolyn Ferrell	ESE	4th Grade
Lois Gregory	ESE	4th Grade
Alysia Jenkins	ESE	PE Teacher
Morgan Ouellette	ESE	School Counselor
Regina Coley	HG	1st Grade
Morgen Clay	HG	5th Grade

Certified Hires continued

<u>Name</u>	<u>Location</u>	<u>Grade Level</u>
Margaret Rakes	JP	3rd Grade
Anne Sassen	JP	4th Grade
Isabella Rayfield	JP	5th Grade
Jordan Madewell	JP	5th Grade
Riley Nethercut	JP	5th Grade
Nickietta Johnson	JP	CDC Teacher
Sydney Degraw	JP	Kindergarten Teacher
Aaron Culver	MNS	3rd Grade
Katelyn Peters	MNS	SPED Resource
Amanda Arnold	MNS	2nd Grade
Adam Duggan	MNS	5th Grade
Vonchelle Stembridge	MNS	6th grade math
Ayarri Cox	MNS	Kindergarten
Ethan Scott	MNS	Kindergarten
Talya McCullough	NF	1st Grade
Emily Wombles	NF	2nd Grade
Laine Barefoot	NF	2nd Grade
Breanna Scott	NF	4th Grade
Karen King	NF	4th Grade
Shelby Snyder	NF	4th Grade
Shawn Pilkinton	NF	6th Grade
Erin Robinette	NF	Academic Intervention
Ashley Reid	NF	CDC Teacher
Chelsea Fishback	NF	Intervention
Caroline Houchens	NF	Media Specialist
Abby Jones	OCE	SLP
Jordan Hurst	OCE	1st Grade
Tyler Hausman	OCE	1st Grade
Jaidyn Bigelow	OCE	3rd Grade
Ashton Miller	OCE	4th Grade
Cortney Graves	OCE	5th Grade
Michelle Walton-Grove	OCE	5th Grade
Tamara Cosby	OCE	5th Grade
Katherine Minatra	OCE	Kindergarten
Lydia Harvey	OCE	School Counselor
Sydney Hudson	RR	1st Grade
Alexis Bonner	RR	2nd Grade
Katie Stricklin	RR	2nd Grade
Lauren Gillespie	RR	4th Grade
Tawana Harper	RR	Asst Principal
Jahniya Yates	RR	Behavior Interventionist
Lyric Stroup	RR	Music

Certified Hires continued

<u>Name</u>	<u>Location</u>	<u>Grade Level</u>
Karli Eubanks	RR	PE Teacher
Nicole Ratliff	RR	Resource Teacher
Abigail Plucker	SA	1st Grade
Tameka Graham	SA	1st Grade
Alyssa Miller Akers	SA	2nd Grade
Anthony Ness	SA	3rd Grade
Kayla Walls	SA	4th Grade
Terren Powell	SA	4th Grade
Krista Kindle	SA	5th Grade
Nathan Estus	SA	5th Grade
Shelbie Gregory	SA	5th Grade
Jennifer Colvard	SA	6th Grade
Ciara McKinney	SA	Kindergarten
Tori Bellefleur	SA	Kindergarten
Samantha Stehler	SA	SPED Resource
Allison McMillan	SC	1st Grade
Chelsea Simmons	SC	1st Grade
Cathy Lively	SC	2nd Grade
Vanessa Erdman	SC	2nd Grade
Jason Barbour	SC	3rd Grade
Christie Jordan	SC	ESL
Mackenzie Davis	SC	Kindergarten

Certified Interims

<u>Interim Name</u>	<u>Dates</u>	<u>Position</u>	<u>Location</u>	<u>Teacher Name</u>
Ellinois Burton	7/31 - 10/3	Kindergarten	BF	Tymora Key
Lettie Allen	7/31 - 8/29	Kindergarten	OCE	Audrey Sanderson
Judi Hinds	7/31 - 10/12	5th Grade	OCE	Abbey Brown
Peggy Jackson	7/31 - 11/21	3rd Grade	NF	Caitlin Anderson
Pam Pierce	7/31 - 10/22	1st Grade	BR	Maeson Anderson
Diane Johnson	7/31 - 9/26	4th Grade	SA	Hannah Spees
Jesse Mayeaux	8/4 - 10/3	5th Grade	BR	Taylor Jones

Classified New Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>
Vanessa Ford	BF	SPED EA
Renatia Albert	BR	EA
Dan Mayo	CO	Nutrition Maintenance
Jazmyne Moss	HG	EA
Hannah Simpson	HG	EA
Maleia Jacobs	JP	Asst Caf Manager
Brianna Bledsoe	MNS	EA
Martine Wiley	MNS	SPED EA 1-1
Naren Good	NF	CDC EA
Andrea Medlin	NF	EA
Jennifer Gendron	NF	Intervention EA
Kamila Kamyar	NF	SPED 1-1 EA
Whitney Hill	NF	SPED EA
Catherine Piel	NF	Vision EA
LarRissa Phillips	OCE	SPED EA
Tiffany Hurst	RR	Calm Coach
Lisa Hudson	RR	Office EA
Chaz Windrow	RR	SPED EA
Nayeli Jaimes	SA	SPED EA 1-1
Tabitha Gilbert	SC	Asst Caf Manager
Destini Reedy	SC	CDC EA
Jacquese Davis	SC	EA
Krelene Pinaula	SC	EA
Lakendria Thomas	SC	SPED EA
Carol Campbell	SHOP	Bus Asst
Diedre Springfield	SHOP	Bus Asst
Edward Walls	SHOP	Filter Tech

Certified Resignations/Retirements/Terminations/ Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>	<u>Tenure Y/N</u>
Abbie Cagle	BR	Teacher	5/29/2025	N
Aimee Regnier	NF	Teacher	5/29/2025	N
Alissa Lynch	HG	Teacher	5/29/2025	N
Andrea Pierce	SC	Teacher	5/29/2025	Y
Aubree Vitro	SA	Teacher	5/29/2025	N
Bailey Flint	SA	Teacher	5/29/2025	Y
Billie Jo Thompson	BR	Teacher	5/29/2025	Y
Bippy Tidwell	OCE	Teacher	5/29/2025	Y
Brook Searcy	SC	Teacher	5/29/2025	N
Brystal Imsand	SC	Teacher	5/29/2025	N
Cadana Harrison	SA	Teacher	5/29/2025	N

Certified Resignations/Retirements/Terminations/ Etc. continued

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>	<u>Tenure Y/N</u>
Chalonda Parker	NF	Teacher	5/29/2025	N
Courtney A Smith	CLA	SLP	5/29/2025	N
Danya Pace	OCE	Teacher	5/29/2025	Y
Donna Karrh	NF	Teacher	5/29/2025	Y
Donnetta Thompson	RR	Academic Interventionist	5/29/2025	N
Elizabeth Shepherd	DS	Librarian	5/29/2025	Y
Emmy Gray	SC	Teacher	5/29/2025	N
Grace Rogers	DW	SLP	5/29/2025	N
Gwen Statz	MNS	SPED Teacher	5/29/2025	N
Hannah Dunlap	JP	SPED Teacher	5/29/2025	N
Janet Paschal	NF	Teacher	5/29/2025	Y
Jeanna Racquel	MNS	Teacher	5/29/2025	N
Jennifer Hall	RR	Teacher	5/29/2025	Y
Jessica Blanscett	BF	Teacher	5/29/2025	N
Julia Bennett	BR	Teacher	5/29/2025	N
Kaelin Dawson	RR	Teacher	5/29/2025	N
Kara Nelms	NF	Teacher	5/29/2025	N
Katelyn Gross	CLA	Teacher	5/29/2025	N
Katherine Cox	OCE	Teacher	5/29/2025	N
Kathy Latondress	SA	Teacher	5/29/2025	Y
Kayelyn Gambles	SA	SPED Teacher	5/29/2025	N
Keeley Dearing	CLA	SPED Teacher	5/29/2025	N
Kimberly Phillips	SC	Teacher	5/29/2025	N
LaToya Avent	HG	Teacher	5/29/2025	N
Leigh Casey	OCE	Teacher	5/29/2025	N
Lisa Morgan	NF	Teacher	5/29/2025	N
Lora Wright	OCE	SPED Teacher	5/29/2025	N
Lynne Billington	OCE	Teacher	5/29/2025	N
Maleah Owens	BF	Teacher	5/29/2025	N
Margaret Reed	ES	Teacher	5/29/2025	Y
Maron Williams	OCE	Teacher	5/29/2025	N
Mary Orcutt	NF	Teacher	5/29/2025	Y
Megan Rose	CLA	Teacher	5/29/2025	N
Melissa Bradshaw	BF	Teacher	5/29/2025	Y
Melissa Lubash	NF	Teacher	5/29/2025	N
Monica Clemente Paredes	HG	ESL Teacher	5/29/2025	N
Natalie Pointer	JP	SLP	5/29/2025	N
Nicholas Smith	CLA	Teacher	5/29/2025	N
Olivia Boylan	NF	Teacher	5/29/2025	N
Quinn Kordyjak	HG	SPED Teacher	5/29/2025	N
Rhiannon Jester	BF	Teacher	5/29/2025	N
Robin Thomas Alston	ESE	School Counselor	5/29/2025	Y

Certified Resignations/Retirements/Terminations/ Etc. continued

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>	<u>Tenure Y/N</u>
Sara Irwin	RR	Teacher	5/29/2025	Y
Shannon Gibson	RR	Teacher	5/29/2025	N
Shareen Staples	MNP	Teacher	5/29/2025	Y
Shelby Bourgeois	CLA	Teacher	5/29/2025	N
Stephanie Van Winkle	OCE	School Counselor	5/29/2025	Y
Sydney Robinson	SA	Teacher	5/29/2025	Y
Tammy Case	NF	Teacher	5/29/2025	Y
Tasha Ballard	OCE	Teacher	5/29/2025	N
Taylor Dowdy	RR	Teacher	5/29/2025	N
Thomas Tasher	CLA	Teacher	5/29/2025	N
Tiana Mathavong	SA	Teacher	5/29/2025	N
Whitley Troutman	OCE	Teacher	5/29/2025	Y
Beverly Johnson	BF	Assistant Principal	6/4/2025	Y
Heather Joslin	CO	Behavior Coach	6/12/2025	N
Amee Cantrell	NF	SPED Teacher	6/26/2025	N
Lauren Haladyna	OCE	Teacher	6/26/2025	Y
Ashley McCarver	ESE	Teacher	6/27/2025	N
Elizabeth Crowley	RR	Teacher	6/27/2025	Y
Emily Butler	NF	Teacher	6/27/2025	N
Jenie Black	SA	Teacher	6/27/2025	N
Jessica Codispoti	BF	Teacher	6/27/2025	Y
Kathy Daugherty	CO	Reading Coordinator	6/27/2025	N
Melissa Siler	JP	Teacher	6/27/2025	N
Molly Oliver	CO	Math Coordinator	6/30/2025	Y

Classified Resignations/Retirements/Terminations/Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>
Chiquita Mintlow	SHOP	Bus Asst	5/29/2025
Karina Wilson	SHOP	Bus Asst	5/29/2025
Paul Wisdom	SHOP	Bus Driver	5/29/2025
Anna Johnson	CLA	Calm Coach EA	5/29/2025
Lindsay Fisher	OCE	EA	5/29/2025
Nariman Ismail	JP	EA	5/29/2025
Tera Warren	JP	EA	5/29/2025
Meaghan Aguirre	RR	EA	5/29/2025
JuQeta Harris	NF	EA	5/29/2025
Abigail McMann	SA	EA	5/29/2025
Fifi Dadson	BF	EA	5/29/2025
Dawn Pierson	JP	EA	5/29/2025
Robyn Jernigan	JP	EA	5/29/2025
Darlene Poppele	OC	EA	5/29/2025

Classified Resignations/Retirements/Terminations/Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>
Deborah Pulido	MN	EA	5/29/2025
Eric Bonner	SC	EA	5/29/2025
Yasmin Underwood	NF	EA	5/29/2025
Alondra Mulero De Jesus	SC	EA	5/29/2025
Alexandria Thorne	LS	Little Sprouts Asst Teacher	5/29/2025
Chelsea Tatum	ESE	PREK EA	5/29/2025
Cindy Jester	CLPK	PREK EA	5/29/2025
Breinne Mudrack	SC	SPED EA	5/29/2025
Demorious Smith	SC	SPED EA	5/29/2025
Jazmyne Maniphonh	JP	SPED EA	5/29/2025
Fnu Annie Bibbin Josphe	BF	SPED EA	5/29/2025
Tyler Pittman	NF	SPED EA	5/29/2025
Rachel Niles	ESE	SPED EA	5/29/2025
Susan Baker	NF	SPED EA	5/29/2025
Idara Udofia	NF	SPED EA	5/29/2025
Abby Smith	NF	SPED EA	5/29/2025
Makenzie Hager	NF	SPED EA	5/29/2025
Laura Simmons	CO	Technology Admin Asst	5/29/2025
Eusette Bravo	CO	Multilingual Liaison	5/30/2025
Melissa Shelley	HG	Bookkeeper	6/12/2025
Alan Goldenshteyn	SHOP	Bus Driver	6/26/2025
Taylor Alsup	MNS	ESP Site Director	7/15/2025
Keenan Billups	BR	Calm Coach	7/31/2025
Andy Taylor	CO	Safety/Security	8/1/2025

Agenda Item Title: Donation Agreement to Murfreesboro Police Department

Board Meeting Date: August 12, 2025

Department: Operations

Presented by: Don Bartch

Board Agenda Category:

Consent Agenda ☒

Action Item ☐

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS wishes to donate several inflatable structures to the Murfreesboro Police Department (MPD) for use in community engagement efforts and junior police programs. These inflatables are no longer needed by the district and will be repurposed to support MPD's ongoing outreach with youth and families, including at events such as National Night Out and school-based programs. A Donation Agreement outlines the terms of the transfer, including that MPD assumes full responsibility for storage, maintenance, and liability.

Staff Recommendation

Approval of Donation Agreement to Murfreesboro Police Department

Fiscal Impact

No cost to district

Connection to MCS's Five-Year Strategic Plan

- ☐ **Known:** Every student will be *known* through whole-child programs and support.
- ☒ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- ☐ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- ☐ **Empowered:** Every student will be *empowered* through academic success

**DONATION AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
MURFREESBORO POLICE DEPARTMENT**

This Donation Agreement (“Agreement”) is entered into by and between Murfreesboro City Schools (“MCS”), a Tennessee public school district, and the Murfreesboro Police Department (“MPD”), a department of the City of Murfreesboro, collectively referred to as the “Parties.”

WHEREAS, MCS is the owner of certain personal property described herein and no longer has a need for such property in the conduct of its operations; and

WHEREAS, under Tennessee law and MCS policy, surplus property may be transferred to another governmental entity in lieu of disposal through the surplus process when such transfer serves a legitimate public purpose; and

WHEREAS, MCS has determined that the Property described herein is appropriate for donation to MPD in furtherance of public purposes, thereby satisfying the requirements for a non-surplus exception; and

WHEREAS, the Parties wish to memorialize the terms and conditions of such donation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

1. Description of Donated Property. MCS agrees to donate to MPD the following items (“Property”): Inflatable structures, together with any associated accessories or equipment in MCS’s possession.

2. Transfer of Ownership. Upon execution of this Agreement and physical transfer of the Property, MCS relinquishes all right, title, and interest in the Property, and MPD accepts the Property “AS IS, WHERE IS,” without any warranty, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or condition.

3. Public Purpose. This donation is made pursuant to the authority granted to public entities under Tennessee law to cooperate with other governmental units and to transfer property in furtherance of public purposes. The Parties acknowledge that the donation will benefit the community by enabling MPD to use the Property in community engagement, youth outreach, and public safety events, thereby promoting positive relationships between law enforcement and residents, particularly children and families.

4. Consideration. The Parties acknowledge that the donation is made without monetary consideration and is intended for the benefit of the public.

5. No Future Obligation. This donation does not obligate MCS to provide future support, maintenance, or replacement of the Property. MPD assumes all responsibility for any costs associated with the transport, use, maintenance, and disposal of the Property.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the donation and supersedes any prior oral or written agreements related to the subject matter herein.

8. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee.

9. Effective Date. This Agreement shall be effective upon the date of last signature by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives:

Murfreesboro City Schools

Murfreesboro Police Department

Bobby N. Duke, III
Director of Schools

Michael Bowen
Chief of Police

Date: _____

Date: _____

Agenda Item Title: Surplus Items

Board Meeting Date: August 12, 2025

Department: Finance and School Operations

Presented by: Trey Duke

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☒ |
| Action Item | ☐ |
| Reports and Information | ☐ |

Summary

Board policy 2.403 defines surplus property as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. Policy 2.403 requires the Director of Schools/designee to prepare a list of unusable items for Board approval.

These items have been deemed surplus items and will be either sold or discarded based on board policy.

Staff Recommendation

Recommending approval of the surplus of the items specified within this packet.

Fiscal Impact

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale. Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids pending appropriate approvals.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Known:** Every student will be *known* through whole-child programs and support.
- ☒ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- ☐ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- ☐ **Empowered:** Every student will be *empowered* through academic success

Dena Thomas

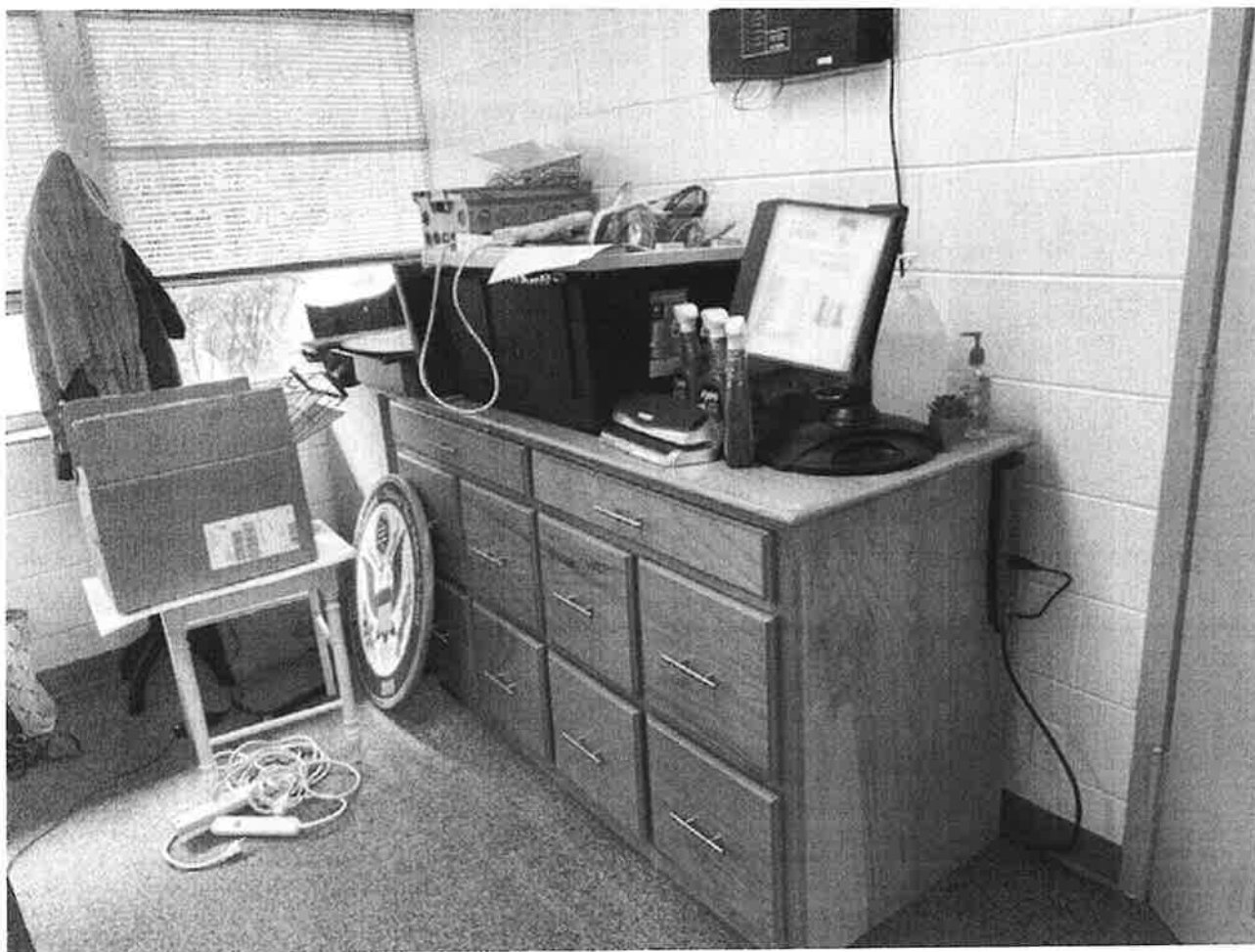
From: Caitlin Bullard
Sent: Monday, August 4, 2025 2:31 PM
To: Dena Thomas
Subject: Surplus
Attachments: Discovery Surplus 8-4-25.pdf

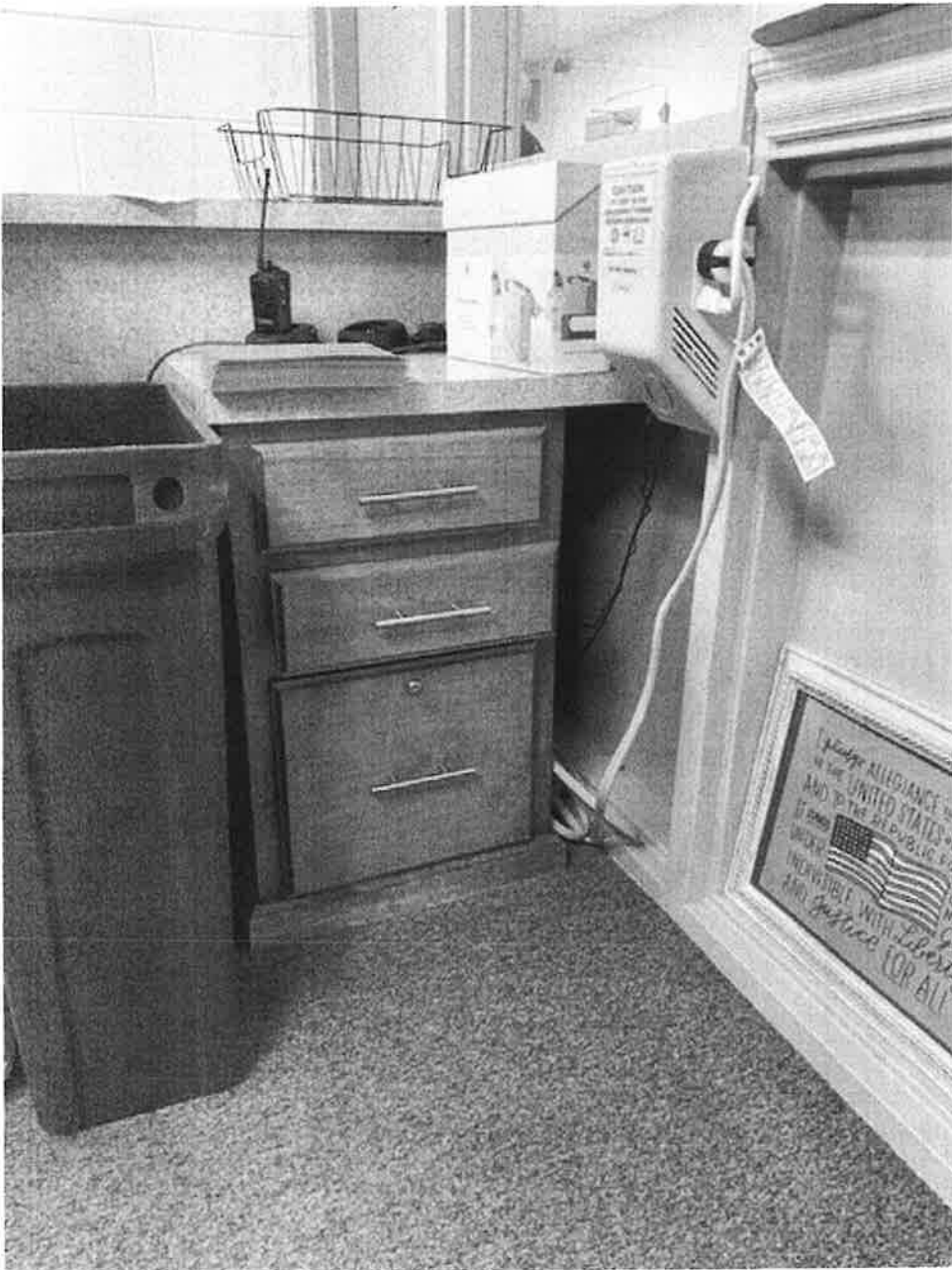
Please find a form and photos attached for surplus at Discovery.

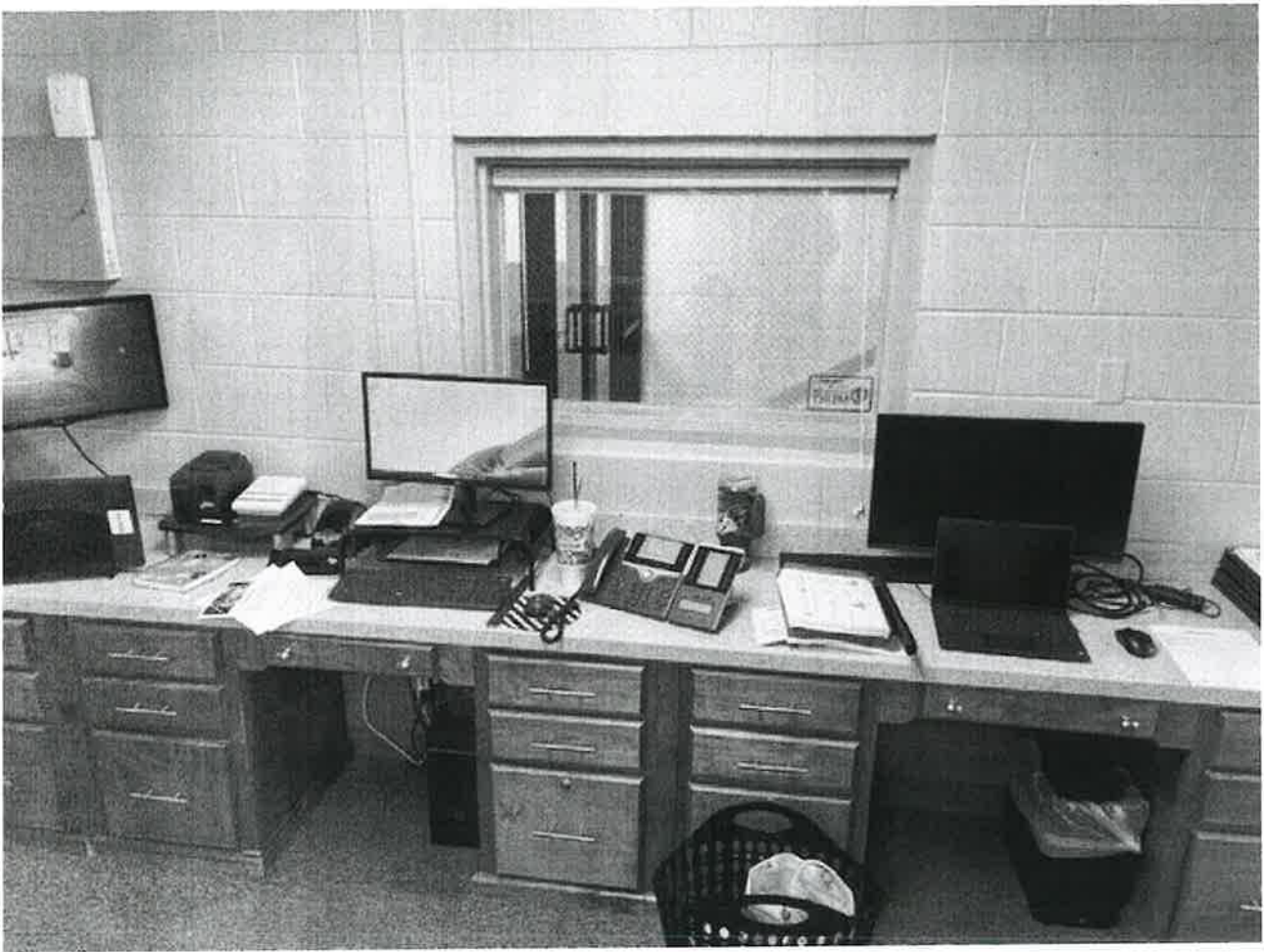
Thank you,

Dr. Caitlin Bullard
Principal
Discovery School
@DSExplorers

Mission: To creatively challenge students to explore, discover, and develop their personal and academic potential.









SOLD



Hot Dog Cart Veinna Beef Chicago Cubs White Sox

\$240

~~\$300~~

Posted about 4 years ago in Henderson, NV

Condition: Used (normal wear)

Collectibles & Art - Art

Chat securely on the app



 Save

 Share



Joseph

Joined Apr 2020      (60)

Description

Hot dog cart. Very cool item to display in you man cave or to use for a party. It contains the classic Vienna beef logo , the most popular hot dog in Chicago. Great collectors piece antique.

 Save  Report  Share

Dena Thomas

From: Allison Goforth
Sent: Tuesday, June 24, 2025 11:23 AM
To: Dena Thomas
Subject: Surplus disposal form
Attachments: 0591_001.pdf

Scales

Sent email 7/15/25

Hi Ms. Dena,

Attached is a property disposal form to have 16 red gym wall safety mats removed from Scales. We got new ones and these are still in good condition if anyone wants them.

Thank you,



Allison Goforth
Bookkeeper
allison.goforth@cityschools.net
(615)895-5279 ext. 12003

[illegible]

on stage
on stage
A11
11
A11

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
DESKS (Qty 3)	N/A				
Wooden Atbe					
Rectangle Tables (Qty 7)					
Pull down Map					
Projector Screen (Overhead)					
Circle Tables (Qty 2)					
Bench					
Wooden Sliding Doors (Qty 2)					
Computer Cart 1989					
Chair					
Student Chairs (Qty 14)					
Tables (Qty 2)					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal

School Bradley Academy

Date

7/21/25

Date

Supervisor

Date

7/23/25

Assistant Superintendent of School Operations or Director of Technology

Date

7/27/25

Director of Schools

Date

Board Chairman

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____

Date: _____











ESE	Computer	Dell	Optiplex 3040	43Y7KH2	960336
CO	Laptop	Dell	XPS 15	j7rqph2	960532
CO	Laptop	Dell	5480	7kxvhm2	960612
CO	Laptop	Dell	6430	32bxy1	NA
CO	Laptop	Dell	3330	222H2z1	13-000671
CO	Laptop	Dell	3330	CMGH2z1	13-001436
CO	Laptop	Dell	5400	9qgrf13	19100370
CO	Laptop	Dell	7450	dlzkjc2	959936
CO	Laptop	Dell	5400	8STK453	962764
CO	Laptop	Dell	7450	319yt32	959515
CO	Laptop	Dell	7450	6ytpjc2	959949
CO	Laptop	Dell	5470	jq2tqc2	960213
CO	Laptop	Dell	5540	7NK6GX3	21-04914
CO	Laptop	Dell	5540	3pm7Ly3	NA

CO	Laptop	Dell	5400	5S9RF13	19100264
CO	Laptop	Dell	Precision 5820	DMBRNF3	965186
CO	Laptop	Dell	3560	f66yx93	964996
OCE	Document Camera	Ladibug	DC192	D40C02911	959111
CO	Laptop	Dell	6430	1QLXY1	NA
CO	Laptop	Dell	5400	6Y4RF13	19100121
CO	Laptop	Dell	7450	699yt32	959527
CO	Laptop	Dell	5400	6MGRF13	19100315
CO	Laptop	Dell	5400	1S28353	962882
OCE	TV	Qomo	Quest	P65UG10U1480009	NA
OCE	TV	Qomo	Quest	P65UG11U13A0067	959219
OCE	TV	Qomo	Quest	P65UG11U13A0075	959210
OCE	TV	Qomo	Quest	P65UG11U13A0013	959227
OCE	TV	Qomo	Quest	P65UG11U13A0101	959164

CO	Chromebook	Dell	3100	72QVR53	963281
CO	Chromebook	Dell	3100	B65N9Y2	19-01079
CO	Chromebook	Dell	3100	912P9Y2	19-02450
CO	Chromebook	Dell	3100	1xkwr53	964319
CO	Chromebook	Dell	3100	7snpnf2	19-00895
CO	Chromebook	Dell	3100	BYD0YY2	19-03111
CO	Chromebook	Dell	3100	6QNP9Y2	19-01218
CO	Chromebook	Dell	3100	55ZC9Y2	19-00938
CO	Chromebook	Dell	3100	8VJN9Y2	19-00929
CO	Chromebook	Dell	3100	348vc73	963726
CO	Chromebook	Dell	3100	9HWK6C3	21-00046
CO	Chromebook	Dell	3100	gc9wb73	7305
CO	Chromebook	Dell	3100	C0KM6C3	21-01282
CO	Chromebook	Dell	3100	DNRP6C3	21-00633

CO	Chromebook	Dell	3100	H6LP6C3	21-00689
CO	Chromebook_	Dell	3100	5GHQ6C3	21-00391
CO	Chromebook	Dell	3100	19KM6C3	21-00227
CO	Chromebook	Dell	3100	4TCYR53	963505
CO	Chromebook	Dell	3100	dx60c73	7652
CO	Chromebook	Dell	3100	GVXZB73	7482
CO	Chromebook	Dell	3100	5GYZB73	7471
CO	Chromebook	Dell	3100	g5fb73	7447
CO	Chromebook	Dell	3100	25xwr53	963911
CO	Chromebook	Dell	3100	hr7tr53	963866
CO	Chromebook	Dell	3100	DLJN9Y2	19-00932
CO	Chromebook	Dell	3100	jnwtc73	963762
CO	Chromebook	Dell	3100	2rlyb73	7309
CO	Chromebook	Dell	3100	4CMS6C3	21-00505

CO	Chromebook	Dell	3100	1NSXR53	963950
CO	Chromebook	Dell	3100	B3CP9Y2	19-00964
CO	Chromebook	Dell	3100	DLQD9Y2	19-01208
CO	Chromebook	Dell	3100	HB2L6C3	21-00189
CO	Chromebook	Dell	3100	H95N9Y2	19-01298
CO	Chromebook	Dell	3100	CN7TR53	963189
CO	Chromebook	HP	11G7EE	5CD9360HP1	966462
CO	Chromebook	HP	11G7EE	5CD935B680	966508
CO	Chromebook	Lenovo	100 Gen 3	PF4Z14LJ	967265
CO	Chromebook	Dell	3100	jtyzb73	963027
CO	Chromebook	Dell	3100	7f32yq3	21-03765
CO	Chromebook	Dell	3100	1l3txq3	21-03804
CO	Chromebook	Dell	3100	5RD29Y2	19-00180
CO	Chromebook	Dell	3100	9B0B8C3	8982

CO	Chromebook	Dell	3100	3lx3yq3	21-03845
CO	Chromebook	Dell	3100	cqz2yq3	21-03852
CO	Chromebook	Dell	3100	cjc3yq3	21-03853
CO	Chromebook	Dell	3100	16JB9Y2	19-01173
CO	Chromebook	Dell	3100	DHxD9Y2	19-02449
CO	Chromebook	Dell	3100	G7XR6C3	21-00418
CO	Chromebook	Dell	3100	H95XB73	7283
CO	Chromebook	Dell	3100	9mbxb73	7675
CO	Chromebook	Dell	3100	JVFC9Y2	19-01270
CO	Chromebook	Dell	3100	DB8QR53	964413
CO	Chromebook	Dell	3100	8MJN9Y2	19-02445
CO	Chromebook	Dell	3100	5BTC9Y2	19-01295
CO	Chromebook	Dell	3100	hvt983	7887
CO	Chromebook	Dell	3100	45qpr53	963698

CO	Chromebook	Dell	3100	47PXR53	963651
CO	Chromebook	Dell	3100	b86x'53	963914
CO	Chromebook	Dell	3100	1TTC9Y2	19-00880
CO	Chromebook	Dell	3100	DX7L6C3	21-02292
CO	Chromebook	Dell	3100	FPFYR53	963958
CO	Chromebook	Dell	3100	DLMYR53	963442
CO	Chromebook	Dell	3100	6JCN9Y2	19-00878
CO	Chromebook	Dell	3100	7C41YQ3	21-03767
CO	Chromebook	Dell	3100	66QK6C3	21-01358
CO	Chromebook	Dell	3100	87wlhb3	8434
CO	Chromebook	Dell	3100	5JHH6C3	21-00635
CO	Chromebook	Dell	3100	5LBXB73	7435
CO	Chromebook	Dell	3100	6QR99Y2	19-00958
CO	Chromebook	Dell	3100	DYSM9Y2	19-00941

CO	Chromebook	Dell	3100	5GKD9Y2	19-00910
CO	Chromebook	Dell	3100	fs2wr53	964483
CO	Chromebook	Dell	3100	26KD9Y2	19-01307
CO	Chromebook	Dell	3100	5PPXR53	963951
CO	Chromebook	Dell	3100	185XB73	7512
CO	Chromebook	Dell	3100	f4xvr53	963864
CO	Chromebook	Dell	3100	B2DYR53	963945
CO	Chromebook	Dell	3100	8H5VR53	963441
CO	Chromebook	Dell	3100	FVKP9Y2	19-01249
CO	Chromebook	Dell	3100	795N9Y2	19-01136
CO	Chromebook	Dell	3100	4MQD9Y2	19-01243
CO	Chromebook	Dell	3100	7FHP9Y2	19-02438
CO	Chromebook	Dell	3100	9XRP9Y2	19-01230
CO	Chromebook	Dell	3100	56ZVXY2	19-00943

CO	Chromebook	Dell	3100	JBWP9Y2	19-01280
CO	Chromebook	Dell	3100	J22TR53	963170
CO	Chromebook	Dell	3100	GN1WXY2	19-01278
CO	Chromebook	Dell	3100	7RSM9Y2	19-00942
CO	Chromebook	Dell	3100	7MS99Y2	19-01178
CO	Chromebook	Dell	3100	508C9Y2	19-01137
CO	Chromebook	Dell	3100	jhl0yy2	19-03135
CO	Chromebook	Dell	3100	GSIN9Y2	19-01196
CO	Chromebook	Dell	3100	6Y1S6C3	21-00295
CO	Chromebook	Dell	3100	7f6z293	7851
CO	Chromebook	Dell	3100	GLLC9Y2	19-00882
CO	Chromebook	Dell	3100	fdxwr53	963487
CO	Chromebook	Dell	3100	DQBB9Y2	19-00289
CO	Chromebook	Dell	3100	FNFC9Y2	19-00307

CO	Chromebook	Dell	3100	9c1vb73	7245
CO	Chromebook	Dell	3100	F94H6C3	21-00491
CO	Chromebook	Dell	3100	2ydlr53	963637
CO	Chromebook	Dell	3100	j3kr983	8028
CO	Chromebook	Dell	3100	b7k0c73	7330
CO	Chromebook	Dell	3100	670G6C3	21-02287
CO	Chromebook	Dell	3100	CDBM6C3	21-00089
CO	Chromebook	Dell	3100	603s983	7950
CO	Chromebook	Dell	3100	62LP6C3	21-00727
CO	Chromebook	Dell	3100	2H8N4Y2	19-02253
CO	Chromebook	Dell	3100	1dxwc73	963688
CO	Chromebook	Dell	3100	2pztr53	963727
CO	Chromebook	Dell	3100	9V0P6C3	21-00496
CO	Chromebook	Dell	3100	CFBSXY2	19-00952

CO	Chromebook	Dell	3100	582tr53	963624
CO	Chromebook	Dell	3100	619P9Y2	19-00884
CO	iPad	Apple	A1566 -	DMRSJ9F2HG5D	960163
CO	iPad	Apple	A1567	DMPSKFNMHG5D	960169
Maintenance Shop	Laptop	Dell	Inspiron 400	8pk1h01	1794 (Old Tag)
CO	Laptop	Dell	Latitude E7450	25KWSC2	960128
CO	Laptop	Dell	Latitude 6430u	6F7XXY1	NA
CO	Laptop	Dell	Latitude 6430u	NA	13-000005
CO	Laptop	Dell	Latitude 6430u	CXVXXY1	13-000532
HG	Ipad	Apple	1st Gen	J30501DWZ38	2466
HG	Ipad	Apple	1st Gen	GB036M3HZ38	2450
HG	Ipad	Apple	1st Gen	J30501HWZ38	2459
HG	Ipad	Apple	1st Gen	GB1058WCZ38	NA
HG	Ipad	Apple	1st Gen	AK0160L6Z38	2467

HG	Ipad	Apple	1st Gen	J30501FLZ38	2465
HG	Ipad	Apple	1st Gen	J30501HKZ38	2445
HG	Ipad	Apple	1st Gen	V5050FIEZ38	2460
HG	Ipad	Apple	1st Gen	J30501DGZ38	2446
HG	Ipad	Apple	1st Gen	GB1056F0Z28	NA
HG	Ipad	Apple	1st Gen	GB036SXJZ38	2449
HG	Ipad	Apple	1st Gen	HW102KVDZ38	NA
HG	Ipad	Apple	1st Gen	GB036QH8Z38	2448
HG	Ipad	Apple	1st Gen	J30501C3Z38	2458
HG	Ipad	Apple	1st Gen	J30501GVZ38	2451
HG	Ipad	Apple	1st Gen	GB035CUGZ38	2447
HG	Ipad	Apple	1st Gen	GB036RHGZ38	2443
CO	iPad	Apple	iPad (6th Generation)	GG7WX16EJMT	N/A
Hobgood	Laptop	Apple	Macbook	W80171FZFYT	NA

HG	Ipad	Apple	1st Gen	GB036XUJZ38	2444
ESP	Laptop	Dell	Latitude 5480	82ZRN2	101684
HG	Desktop	Dell	Optiplex 3050	1B1C9N2	NA
HG	Desktop	Dell	Optiplex 3040	7XCXQD2	960138
HG	Desktop	Dell	Optiplex 3040	8VBCRD2	5360
HG	Desktop	Dell	Optiplex 3040	8VBBRD2	960135
HG	Desktop	Dell	Optiplex 3040	7XBXQD2	960141
HG	Desktop	Dell	Optiplex 3050	93SKRR2	5906
HG	Desktop	Dell	Optiplex 3040	7XCVQD2	5358
HG	Desktop	Dell	Optiplex 3050	942GRR2	5911
HG	Desktop	Dell	Optiplex 3050	93NKRR2	5902
HG	Chromebook	Dell	3180	HMNTJR2	5958
				3BZMZM2	5834
				6CBLZM2	5791

					JC3XJR2	5955
					8L0VJR2	5943
HG	Laptop	Dell	3340		9ZQJ782	13-004134
SE	Laptop	Dell	3100		8nkzb73	7684
SE	Laptop	Dell	3100		877nhb3	8789
SE	Laptop	Dell	3100		9v8phb3	8563
SE	Laptop	Dell	3100		BRHR6C3	21-00206
SE	Laptop	Dell	3100		D60M6C3	21-00079
SE	Laptop	Dell	3100		3XD0YY2	19-01321
SE	Laptop	Dell	3100		CTS7B73	963122
SE	Laptop	Dell	3100		hx9mhb3	8782
SE	Laptop	Dell	3100		3zbp6c3	21-01845
SE	Laptop	Dell	3100		GKWK6C3	21-01562
SE	Laptop	Dell	3100		1zkp9y2	19-01242

HG	Ipad	Apple	1st Gen	GB1056F038	N/A
JP	Laptop	Dell	3100	47DXXY2	19-01652
JP	Laptop	Dell	3100	HCXWC73	963516
JP	Laptop	Dell	3100	318VC73	963720
JP	Laptop	Dell	3100	6CF09Y2	19-00237
JP	Laptop	Dell	3100	2Z4VR53	963252
JP	Laptop	Dell	3100	1FTJB9Y2	19-02031
JP	Laptop	Dell	3100	D8129Y2	19-00192
JP	Laptop	Dell	3100	H142C73	7532
JP	Laptop	Dell	3100	4BZN6C3	21-01969
JP	Laptop	Dell	3100	4ths6c3	21-02130
JP	Laptop	Dell	3100	9LPXR53	963768
JP	Laptop	Dell	3100	g1cn9y2	NA (no sticker)
JP	Laptop	Dell	3100	HFXM6C3	21-01281

JP	Laptop	Dell	3100	B44V983	8051
JP	Laptop	Dell	3100	38MC9Y2	19-01967
JP	Laptop	Dell	3100	52KM6C3	21-01889
JP	Laptop	Dell	3100	GG9YR53	964474
JP	Laptop	Dell	3100	2S0P6C3	21-00569
JP	Laptop	Dell	3100		963806
JP	Laptop	Dell	3100	7MXM6C3	21-01935
JP	Laptop	Dell	3100	CH20983	8012
JP	Laptop	Dell	3100	1QX0C73	7548
JP	Laptop	Dell	3100	BX1N6C3	21-02091
JP	Laptop	Dell	3100	347S6C3	21-02006
CO	Laptop	Dell	Latitude 3380	620r6f2	960591
CO	Laptop	Dell	Latitude 3380	cdyq6f2	960590
CO	Laptop	Dell	Latitude 3380	94yq6f2	960592

CO	Laptop	Dell	Latitude 3380	d3yq6f2	960589
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SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Chromebook		Dell	3180	H1BLZM2	
Chromebook	5961	Dell	3180	4QNTJR2	
Chromebook	5848	Dell	3180	H2MMZM2	
Chromebook	5787	Dell	3180	HX4NZM2	
Chromebook	5840	Dell	3180	5NZMZM2	
Chromebook	5792	Dell	3180	9QWNZM2	
Chromebook	6012	Dell	3180	6PDSVT2	
Chromebook	5847	Dell	3180	1V1MZM2	
Chromebook	5947	Dell	3180	C525KR2	
Chromebook	5964	Dell	3180	1BY5JR2	
Chromebook	5944	Dell	3180	76VTJR2	
Chromebook	5968	Dell	3180	4BVTJR2	
Chromebook	5790	Dell	3180	CR7MZM2	
Chromebook	5945	Dell	3180	2N15KR2	
Chromebook	5785	Dell	3180	JT7MZM2	

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Shirone Bell School Hobgood Date 5-29-25
Principal

[Signature] Date 7/10/25
Supervisor

Bobby Dwyer Date 7/17/25
Director of Schools

Board Chairman Date _____

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

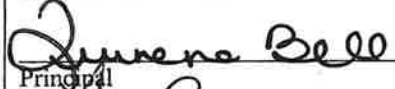
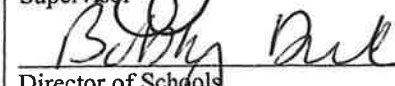
Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Chromebook	5959	Dell	3180	2M15KR2	
Chromebook	5793	Dell	3180	5XBNZM2	
Chromebook	5957	Dell	3180	GQNTJR2	
Chromebook	5787	Dell	3180	8NZM2M2	
Chromebook	5948	Dell	3180	2P55KR2	
Chromebook	5851	Dell	3180	GD2P2M2	
Chromebook	5786	Dell	3180	J94L2M2	
Chromebook	5794	Dell	3180	GDZM2M2	
Chromebook	5950	Dell	3180	34X4KR2	
Chromebook	6202	Dell	3100	GDBL M13	
Chromebook	6241	Dell	3100	77GNM13	
Chromebook	6261	Dell	3100	JLHLM13	
Chromebook	6218	Dell	3100	8NPLM13	
Chromebook	NA	Dell	3100	5GNP1x2	
Chromebook	6200	Dell	3100	39QQM13	

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

 School Hobgood Date 5-29-25
 Principal
 Date 7/10/25
 Supervisor
 Date 7/17/25
 Director of Schools
 _____ Date _____
 Board Chairman

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

Signature: _____ Date: _____

[illegible]

Agenda Item Title: Dell Computer Leasing Agreements for Student and Teacher Devices

Board Meeting Date: August 12, 2025

Department: Technology

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☒ No ☐

Summary

MCS is seeking approval to enter into two lease agreements with Dell Financial Services for the acquisition of technology devices for student and teacher use. The first agreement provides for the lease of 2,000 student Chromebooks and licenses, totaling \$702,140 over a three-year term with annual payments of \$217,893.37. The second agreement covers 1,000 teacher laptops totaling \$831,050 over a four-year term with annual payments of \$204,654.37. Both agreements are structured as Fair Market Value (FMV) leases through the Omnia Region 14/NCPA Contract #01-143, renewed through November 2026. These leases are part of the district's ongoing technology rotation plan and were approved by the Division of Local Government Finance on May 27, 2025, as required by state law. These agreements will also require approval of Murfreesboro City Council.

Staff Recommendation

Approve the proposed lease financing agreements with Dell Financial Services. Staff further recommends forwarding the agreements to the Murfreesboro City Council for final approval, as required for municipal lease financings.

Fiscal Impact

- Student Device Lease: \$217,893.37 annually for 3 years (total \$653,680.11)
- Teacher Device Lease: \$204,654.37 annually for 4 years (total \$818,617.48)

Funds are budgeted in the General Purpose for the FY26 cost, and will be budgeted in future year, as appropriate, across the lease term.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Known:** Every student will be *known* through whole-child programs and support.
- ☒ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- ☐ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.

☐ **Empowered:** Every student will be *empowered* through academic success

Region 14 Education Service Center (ESC)

Contract # 01-143

for

Technology Solutions, Products and Services

with

Dell Marketing L.P.

Effective: December 1, 2022

The following documents comprise the executed contract between the Region 14 ESC, and Dell Marketing effective December 1, 2022:

- I. Vendor Award Letter
- II. Master Agreement-General T&Cs and executed signature form
- III. Supplier's Response to the RFP, incorporated by reference



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Dell Marketing L.P.
ATTN: Stacey Skala
One Dell Way
Round Rock, TX 78682

Dear Stacey:

Region XIV Education Service Center is happy to announce that Dell Marketing L.P. has been awarded an annual contract for Technology Solutions, Products and Services on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Dell Marketing L.P.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over a horizontal line.

Shane Fields
Region XIV, Executive Director



Proposal for the Region 14 Education Service Center
acting on behalf of the National Cooperative Purchasing
Alliance

RFP # 45-22 Technology Solutions, Products and Services

Thursday, November 17, 2022



Thursday, November 17, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene Texas 79601

Dear Procurement Officer,

Thank you for the opportunity to submit a proposal for Region 14 ESC's RFP for Technology Solutions, Products and Services. We have thoroughly reviewed the requirements and developed this proposal to showcase how our products and solutions will enable customers to continue their digital transformation.

The value of our offering includes:

- Our Products – We have the strongest portfolio of IT products from the edge to the core, to the cloud. We offer full end-to-end IT solutions thereby becoming a one stop shop to meet all our customer's IT needs.
- Our Lifecycle Services – Parallel to our product and services delivery organization, is our customer support organization – be it pre-sales consultation, data center consolidation, or rollout of a work / school from home solution, our pro-deploy and pro-support teams are always available to assist in conjunction with our account and specialist teams.
- Our Contract Management – The NCPA contract is used widely by SLED customers. We have contract program managers and personnel dedicated to supporting NCPA and the entities that purchase using NCPA. We will continue to deliver and strengthen our partnership.
- Our Commitment – Last, but equally important, is our commitment to social causes that impact our lives and our planet. Our 2030 moonshot goals focus on cultivating inclusion, advancing sustainability, transforming lives and upholding ethics and privacy.

We look forward to earning your business and continuing our long-standing partnership. Should you have any questions regarding this proposal, please contact your Dell Technologies team provided in the below contact information:

Stacey Skala at 512.720.7429 or online at Stacey.Skala@Dell.com

Preethi Pillaipakkam at 469.510.8569 or online at Preethi.Pillaipakkam@Dell.com

Sincerely,



Stacey Skala
Proposal Manager

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Tab 1 - Master Agreement / Signature

Customer Support

The Dell Marketing L.P. ("Vendor") ~~vendor~~ shall provide timely and accurate technical advice and sales support. The ~~vendor~~Vendor shall respond to such requests within one (1) to two working days after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the ~~vendor~~Vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a ~~standard~~ "funding out"/"~~non-appropriation~~" clause as mutually agreed to by the parties. A contract for the acquisition, ~~including lease~~, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

If (a) sufficient funds are not budgeted or appropriated and budgeted by Public Agency's governing body in any fiscal period for payment amounts or other costs and fees and (b) Public Agency has exhausted all funds legally available for such payment amounts or other costs and fees due under the contract, then the Public Agency, upon reasonable written notice to the vendor or its affiliate, ~~Retains to the entity~~ the continuing right to terminate the contract as of the last day of the Public Agency's fiscal period for which funds for the payment amounts are available at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the ~~Public Agency~~entity to obtain appropriate funds for payment of the contract and ~~to only place orders for which funding is available and to pay vendor~~Vendor ~~Dell~~ for products delivered and services performed. Such termination is without any expense or penalty, except for the portions of the payment amounts and those expenses associated with returning or making products available for return to ~~vendor~~Vendor or its affiliate and Public Agency's cessation of use and maintenance, de-installation and deletion of licensed software, and certification thereof, in accordance with the terms of the contract, for which funds have been budgeted or appropriated or are otherwise legally available.

Shipments (if applicable)

The awarded vendor shall ship ordered products within ~~seven-fifteen~~ (157) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. Barring any component constraints, Vendor will ship products it is manufacturing or a third party is manufacturing within 4 – 6 weeks of acceptance of order. Cancellation may be made up to the time order is accepted. Orders shall be placed online on the NCPA Premier Page that Dell will populate with NCPA pricing. If a product cannot be

shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. ~~At this point the participating entity may cancel the order if estimated shipping time is not acceptable.~~

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. ~~Unless Public Agencies shall provides Dell with a valid tax exemption certificate acceptable to the relevant taxing authority prior to Dell's payment of such taxes, upon request, or such Public Agency shall pay to Dell all taxes and duties upon demand. be responsible for taxes~~

Payments

~~Payment terms are thirty (30) days from the date of invoice. All products and services are deemed accepted ten (10) days from the date of invoice or completion of service. Dell may charge a late penalty of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days based on Public Agency's current outstanding balance. Dell, without waiving any other rights or remedies and without liability to Public Agency, may suspend or terminate any or all Services and refuse additional orders for Products until all overdue amounts are paid in full. Dell shall be entitled to all reasonable legal and attorney fees and associated costs of collecting overdue amounts.~~

The entity using the contract will make payments directly to the awarded vendor ~~except instances where a reseller, under this contract, is selling Dell products and other products provided by Dell to the reseller, invoices will be issued by the reseller to a Public Agency and payments shall be made to the applicable reseller.. or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.~~

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before any such distributors/partners/resellers is considered authorized.

Purchase orders and payment can only be made to awarded ~~vendor~~Vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the ~~vendor~~Vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All ground shipping deliveries s for standard products shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing Expedited and larger products shall be subject to freight charges.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Dell's warranty terms located at DELL.COM/WARRANTYTERMS, included as Appendix E shall be applicable to sales under this contract. ~~Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects~~
~~Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.~~

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the ~~vendor~~Vendor.

Indemnity

If Public Agency purchased Products or Services directly from Dell, Dell shall defend and indemnify Public Agency against any third-party claim that Dell-branded Products or Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's United States ("U.S.") patent, copyright, trade secret, or other intellectual property rights ("Claim(s)"). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (i) obtain a right for Public Agency to continue using such Products or Deliverables or for Dell to continue performing the Services; (ii) modify such Products or Services to make them noninfringing; (iii) replace such Products or Services with a non-infringing equivalent; or (iv) if Public Agency purchased directly from Dell, refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Deliverables. Dell shall have no obligation for any claim arising from (a) modifications of the Products and Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products (the combination of which causes the claimed infringement); or (c) Dell's compliance with Public Agency's written specifications, including the incorporation of any software or other materials or processes Public Agency provides or requests. Dell's duty to indemnify and defend the Claim is contingent upon: (x) Public Agency's prompt written notice of the Claim; (y) Dell's right to solely control the defense and resolution of the Claim; and (z) Public Agency's cooperation in defending and resolving the Claim. These are Public Agency's exclusive remedies for any third-party intellectual property claim, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity. B. Public Agency shall defend and indemnify Dell against any third-party claim resulting or arising from: (i) Public Agency failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Public Agency, or associated with software or components requested by Public Agency to be used with, or installed or integrated as part of the Products or Services; (ii) Public Agency's violation of Dell's intellectual property rights; (iii) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Public Agency's alleged violation of applicable export laws; or (iv) Public Agency transferring or providing access to Excluded Data (as defined below) to Dell. C. Each party shall defend and indemnify the other against any third-

~~party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in connection with this Agreement. The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.~~

Franchise Tax

The respondent hereby certifies to the best of signatory's knowledge that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

~~The Each Public Agency entity~~ participating in this contract and awarded ~~vendor~~Vendor may enter into the following separate supplemental agreements to further define the level of service requirements needed to enable such offerings under this Master Agreement over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating Public Agency entity and awarded ~~vendor~~Vendor and shall be governed solely by the terms set forth in such separate supplemental agreement.
~~r; however no changes to the contract terms regarding reporting, indemnity, payment or limitation of liability shall be altered by a NCPA member or purchasing/ participating entity.~~

Services Agreements.

Dell may provide Services, Service-related Software, or Deliverables to CustomerPublic Agency in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/offeringspecificterms, "Statements of Work," and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement.

Dell APEX Cloud Services.

Dell may provide Services, Cloud services (includes any service made available to users through the Internet from a computing provider's servers), such as software-as-a-service, Platform as a Service, Infrastructure as a Service and storage-as-a-service, Service-related Software, or Deliverables to CustomerPublic Agency in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/dellemcloudterms and/or <https://www.dell.com/learn/us/en/uscorp1/terms-of-sale> "Statements of Work," and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement.

Dell APEX Flex on Demand.

In addition, ~~vendor~~Vendor may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix G. Eligible Public Agencies shall negotiate the terms and conditions of such FOD solution directly with ~~vendor~~Vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any corresponding FOD schedule ("Schedule"), and any other documentation that may be required for such FOD transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the Eligible Public Agency and ~~vendor~~Vendor or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such FOD transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of this Master Agreement, the terms, and conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedule, and any other related documentation that may be applicable are attached hereto in Appendix H.

Leasing and Financing; Payment Solutions.

Leasing and financing services and other flexible payment solutions made available directly through Dell Financial Services L.L.C. ("DFS") or Pharos Financial Services L.P. ("PFS") are allowed under this Master Agreement in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Samples of each Lease are attached hereto as Appendix H

If this Master Agreement does not contain Lease terms and conditions, eligible Public Agencies under this Master Agreement who are authorized to execute such Leases under applicable law may do so by executing a separate Lease directly with DFS or PFS for the hardware, software, and/or services obtained under this Master Agreement. Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Eligible Public Agencies shall negotiate the terms and conditions of such Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this Master Agreement, the terms and conditions of the DFS or PFS Lease will prevail.

Certificates of Insurance

Dell will offer a memorandum of Insurance to members and will endeavor to provide notice of cancellation within 30 days to Region 14 ESC and NCPA. Dell has existing contracts with its subcontractors and Dell is responsible for providing the contracted for services. Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all applicable local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all applicable laws while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended

during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding the above, this section will not modify, terminate, cancel or otherwise negate or replace in any way any Public Agency's rights, duties, and obligations (including a Public Agency's payment obligations to DFS or PFS) under the terms and conditions of a duly executed Lease (as defined above) and MFCA (as defined above) between DFS or PFS and any Public Agency, the terms of which shall take precedence. The foregoing is not withstanding any force majeure insurance on the payment stream that a Public Agency may have.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage law, legislation in effect in the jurisdiction of the purchaser. ~~It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.~~

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. This Section on termination shall not apply to any lease financier (including, but not limited to, Dell Financial Services L.L.C.) or any related lease and finance or flexible payment solution agreements or any of Region 14 or Public Agency's, duties, and obligations including, but not limited to, its payment obligations to DFS thereunder.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. , as required by applicable law. Dell will comply with applicable law and opinions of the applicable governing body concerning open records.~~If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).~~

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Dell requests the following language be incorporated into any contract resulting from award of this solicitation:

NCPA Members, by purchasing from Dell agree to the terms between NCPA and Dell under the contract.

Compliance with Laws

A. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to such party including the customs and export control laws and regulations of the U.S.; and the country in which the Products or Services are delivered or performed. B. Public Agency certifies that all items (including hardware, software, technology and other materials) it provides to Vendor for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Vendor is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Vendor shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements. C. Vendor's privacy policies explain how Vendor treats Public Agency's personal information and protects Public Agency's privacy and can be found at Vendor.com/privacy.

Limitation of Liability

A. VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES. EXCEPT FOR PUBLIC AGENCY BREACH OF SECTIONS 3(D) OR 7, OR CUSTOMER VIOLATION OF VENDOR'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (i) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (ii) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (iii) LOSS OF BUSINESS OPPORTUNITY; (iv) BUSINESS INTERRUPTION OR DOWNTIME; (v) THE PRODUCTS, DELIVERABLES OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE; OR (vi) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES. B. VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING PRODUCTS AND SERVICES) IN ANY 12 MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY VENDOR DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S). C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR VENDOR'S SALE OF PRODUCTS OR SERVICES TO PUBLIC AGENCY, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

Software.

Public Agency rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

Acceptance.

All Products and Third Party Products will be deemed to be accepted upon Delivery. Notwithstanding such acceptance, Public Agency retains all rights and remedies under the warranty terms stated below. Public Agency may only return Products to Supplier that are permitted to be returned pursuant to the return policy at www.dell.com/returnspolicy.

Hardware Returns and Exchanges.

Public Agency agrees to Vendor's return policy as stated at www.dell.com/returnspolicy. Before returning or exchanging Hardware, Public Agency must contact Vendor to obtain an authorization number for Public Agency return. Public Agency must return Hardware in its original or equivalent packaging, and Public Agency is responsible for risk of loss and shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If Public Agency fails to follow the return or exchange instructions, Vendor will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Public Agency's purchase. Title to returned or exchanged Hardware shall pass to Vendor upon receipt at the specified Vendor facility.

Changed or Discontinued Products or Services.

Vendor may revise or discontinue Products and Services at any time, including after Public Agency places an Order, but prior to Vendor's shipment or performance. As a result, Products and Services Public Agency receives might differ from those ordered. However, Dell-branded Products will materially meet or exceed all published specifications for the Products. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

Proprietary Rights

The Products and Software are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products and Deliverables, and the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Vendor or its suppliers or licensors. Subject to Vendor's receipt of payment in full for the applicable Services, Vendor grants Public Agency a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely (i) in the country or countries in which Public Agency does business; (ii) for Public Agency's internal use; and (iii) as necessary for Public Agency to enjoy the benefit of the Services as stated in the applicable Service Agreements.

For Reseller transactions:

For any transactions under this contract in which Vendor resellers are reselling products obtained from Vendor, the following terms shall apply: Vendor will require its resellers to agree to the terms of the NCPA contract with Vendor. The reseller sales transactions, including quoting, pricing, order taking, invoicing, payment for reseller transactions shall be between the NCPA member and the reseller. Pricing will not be determined by Vendor but must be in compliance with the pricing requirements in Vendor's NCPA contract. Fees and reporting for Vendor reseller transactions with NCPA members shall be provided by the Vendor reseller only. Payments made by NCPA or its members for these reseller transactions shall be made to the reseller. Vendor will propose authorized resellers to be added to contract for Region 14 ESC and NCPA approval. NCPA and Vendor must be in agreement on resellers to be added to contract. Vendor can have a reseller removed from contract, upon notice. Vendor is not liable should the reseller fail to follow the terms of the contract.

Shipping Charges; Title; Risk of Loss.

Unless otherwise agreed, Supplier shall arrange for shipment of the ordered Products to the ship-to address indicated in the Order, through a common carrier designated by Supplier. Delivery dates are indicative. Software may be provided by delivery of physical media or through electronic means. Public Agency shall notify Supplier within 21 days of the invoice date if Public Agency believes any Product included in its Order is missing, wrong, or damaged, and shall ensure that the intended installation site meets the specifications as per the product documentation. Risk of loss for Equipment and for physical media containing licensed Software transfers to Public Agency upon Delivery. Title to sold Equipment passes to Public Agency upon Delivery. "Delivery" for Equipment occurs when Supplier provides the Equipment to the carrier at Supplier's designated point of shipment; "Delivery" for Software occurs either when Supplier provides physical media (or the Equipment on which it is installed) to the carrier at Supplier's designated point of shipment, or the date Supplier notifies Public Agency that Software is available for electronic download. Unless otherwise agreed, cost of transit insurance on behalf of Public Agency shall be included in the total price stated on the Quote.

Excluded Data

Public Agency agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Public Agency and its Affiliates provide to Supplier or its Affiliates, and (b) non-Supplier software or other components that Public Agency and its Affiliates direct or request that Supplier or its Affiliates use with, install, or integrate as part of the Supplier's Offerings. Public Agency is solely responsible for reviewing data that will be provided to or accessed by Supplier in the provision of the Offerings to ensure that it does not contain: (i) data that is classified, ITAR (International Traffic in Arms Regulations) related data, or both; or (ii) articles, services, and related technical data designated as defense articles and defense services. Public Agency will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of the foregoing, or from Public Agency's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

U.S. Government Restricted Rights.

The software and documentation provided are "commercial products" as defined in Federal Acquisition Regulation ("FAR") Section 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.7202, as applicable. Consistent with FAR 12.212 and DFARS Section 227.7202, all U.S. Government end users acquire the software and documentation with only those rights set forth herein

Taxes.

The charges due hereunder are exclusive of, and Public Agency shall pay or reimburse Supplier for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other similar taxes, governmental fees, levies, customs and duties resulting from Public Agency's purchase, except for taxes based on Supplier's net income, gross revenue, or employment obligations. If Public Agency qualifies for a tax exemption, Public Agency must provide Supplier with a valid certificate of exemption or other appropriate proof of exemption. If Public Agency is required to withhold taxes, then Public Agency will within 60 days of remittance to the applicable tax authority provide Supplier with satisfactory evidence (e.g., official withholding tax receipts) that Public Agency has accounted to the relevant authority for the sum withheld or deducted, otherwise Supplier will charge Public Agency for the amount that Public Agency has deducted for the transaction.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Dell Marketing, L.P.

Company Name

One Dell Way

Address

Round Rock

TX

78286

City

State

Zip

512.720.7429

Telephone Number

Fax Number

Stacey.Skala@Dell.com

Email Address

Stacey Skala

Printed Name

Proposal Manager

Position



Authorized Signature

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 2 - NCPA Administration Agreement

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-143, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of IT Security Products and Data Protection Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14

ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Upon Vendor's corporate marketing/compliance prior review and approval, and subject to the requirements of the brand usage guidelines located at <https://brand.delltechnologies.com/logos/>, Vendor agrees to allow Customer to use their name and logo within Customer-maintained websites, marketing materials and advertisements. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however,

that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award. Typically, reporting is available 30 days after the close of the previous quarter.

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

Dell Acknowledges.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

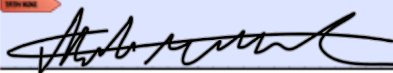
National Cooperative Purchasing Alliance
Organization

Matthew Mackel
Name

Director, Business Development
Title

PO Box 701273
Address

Houston, TX 77270
Address


Signature

December 1, 2022
Date

Dell Marketing L.P.

Vendor Name

Stacey Skala

Name

Proposal Manager

Title

One Dell Way

Address

Round Rock, TX 78682

Address


Signature

11-16-2022

Date

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 3 - Vendor Questionnaire

TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
☐ American Samoa	☐ Northern Mariana Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

*Dell is willing to discuss this agreement to US Territories and outlying areas; however, such an extension will be subject to international terms and conditions

☐ All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes
 ☒ Maybe
 ☐ No
 * Please refer to the last page of Tab 3

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes
 ☒ Maybe
 No
 [Dell or its affiliates can extend its terms or related offerings under the NCPA contract private entities if they are private education institutions or not for profit entities. Any decision regarding such extension shall be made by Dell and its affiliates in their sole discretion.](#)

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
 Respondent Certifies that this firm
 a Minority / Women Business Enterprise

☐ Historically Underutilized Business
 Respondent Certifies that this firm is a
 Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☒ Yes, we have programs in place.

[Please see Appendix C for Dell's Supplier Diversity Program](#)

Residency

Responding Company's principal place of business is in the city of Round Rock,
State of Texas.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- ☒ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- ☒ Manufacturer Direct ☐ Certified education/government reseller
- ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
- ☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	<u>Katherine Dunay</u>
Title	<u>Contracts Manager</u>
Company	<u>Dell</u>
Address	<u>One Dell Way</u>
City/State/Zip	<u>Round Rock, Texas 78682</u>
Phone	<u>(512) 720-3222</u>
Email	<u>katherine_dunay@dell.com</u>

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- ☒ Yes ☐ No Please see pricing notes on Tab 7

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Dell Technologies has been serving our State and Local Government and Education customers for over three decades. We have 100's of contracts and participate in many regional and national cooperative contracts both directly and through reseller partners.

Detailed listing of our contracts can be found at:

<https://www.dell.com/en-us/dt/industry/state-local-government/contracts/index.htm>

In addition to State contracts, we also participate in larger consortium contract such as NASPO, MHEC, PEPPM, TX DIR, and more.

*Dell and its affiliates (including, but not limited to, Dell Financial Services L.L.C.) each operate under a separate legal entity in Canada, and any extension of the NCPA terms to a Canadian province or territory would be contingent on that entity and NCPA accepting separate localized terms that maybe required by law, or Dell's and its affiliates business operations, including (but not limited to) recognition of the ability to transact through the appropriate Dell or Dell affiliate Canada entity, governing law clauses, reporting requirements, offering restrictions, and pricing. Notwithstanding the above, the foregoing does not constitute an offer or commitment in any way by Dell or its affiliates to extend any of its terms or related offerings under the NCPA contract to any Canadian province or territory. Any decision regarding such extension shall made by Dell and its affiliates in their sole discretion.

Tab 4 - Vendor Profile

Please provide the following information about your company:

- Company's official registered name.

Dell Marketing L.P.

- Brief history of your company, including the year it was established.

Dell Response:

Headquartered in Round Rock, Texas Dell was established in 1984 by Michael Dell at the University of Texas

Dell was founded in 1984 by Michael Dell in his dorm room at the University of Texas. In 1988, Dell became publicly traded under the name Dell Computer Corporation. The Company was incorporated in the state of Delaware on January 31, 2013, under the name Denali Holding Inc. in connection with Dell's going-private transaction by Michael Dell and Silver Lake Partners, which was completed in October 2013. In 1979, Richard Egan and Roger Marino, university roommates, quit their jobs and founded EMC in Newton, Massachusetts. In September 2016, EMC Corporation became part of the Dell Technologies family of companies and was renamed Dell EMC. In December 2018, Dell Technologies Class C common stock (NYSE: DELL) began trading on the New York Stock Exchange.

1979	Richard Egan and Roger Marino - former university roommates - quit their jobs and founded EMC in Newton, Massachusetts, five years before Michael Dell's vision was materialized.
	At age 19, Michael Dell founded PC's Limited with \$1,000 and a game-changing vision for how technology should be designed, manufactured and sold.
1984	As a pre-med freshman at the University of Texas at Austin, Michael starts Dell, then doing business as PC's Limited.
	Dell designs and builds their first computer system, the Turbo PC, featuring an Intel 8088 processor running at 8MHz, a 10MB hard drive and a 5.25" floppy drive.
1985	The company establishes customer experience as a Dell differentiator with risk-free returns and next-day, at-home product assistance, among the first in our industry.
1989	Dell joins the mobile computing revolution with its first laptop computer, the 316LT.
1992	Dell debuts on the Fortune 500. Michael becomes the youngest CEO to lead a company that receives this honor.
	The company takes sales online in 1996, setting the bar for ecommerce worldwide. Dell rapidly expands its global operations by opening the first Asia-Pacific Customer Centre in Penang, Malaysia.
1996	
1997	EMC's great global presence is materialized as they are named worldwide open storage market leader.

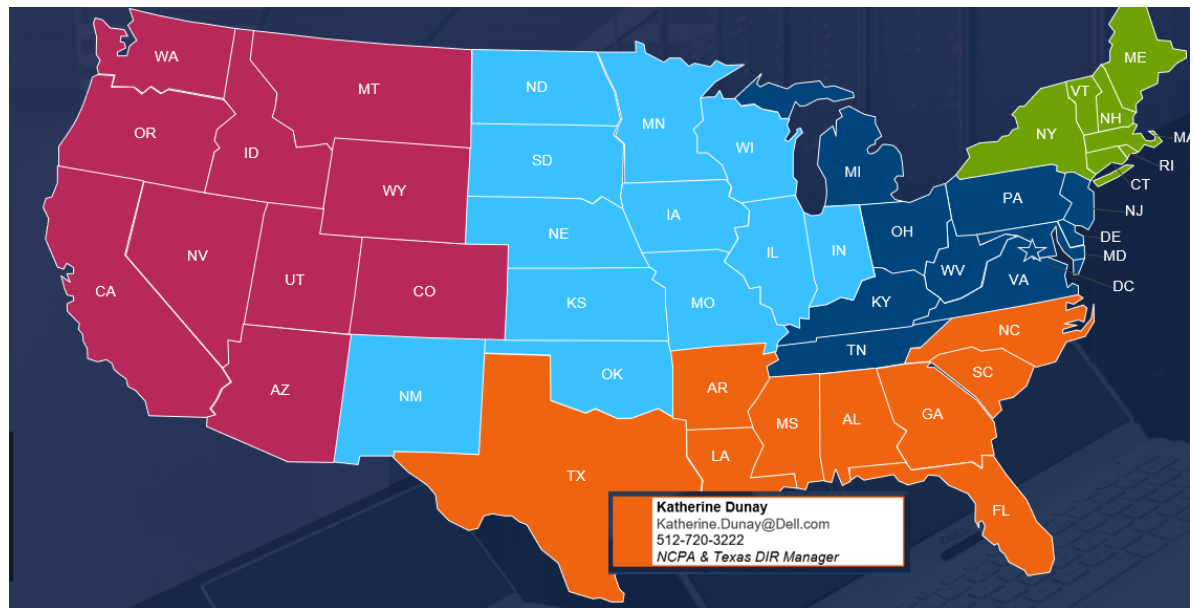
2000	Internet sales on dell.com reach \$40 million a day, making it one of the highest-volume ecommerce sites in the world. Recognizing early on the need and opportunity for mobility in IT, Dell incorporates built-in WiFi for on-the-go internet access for our customers. It's a year of firsts as Dell becomes the No. 1 computer systems provider worldwide and reaches No. 1 in U.S. Intel-based server shipments. Dell inks an agreement with storage leader EMC to enable more affordable enterprise-class storage area network solutions for customers of all sizes. Dell tops the list of "America's Most Admired Companies" in Fortune Magazine.
2001	Furthering our commitment to the environment, Dell OptiPlex desktop line of products features a lead-free motherboard, power supply and chassis.
2005	EMC opens a new software development centre in Shanghai—the company's first China-based research and development facility.
2006	Dell acquires key IP in storage, systems management, cloud computing and software: Boomi, Exanet, InSite One, KACE, Ocarina Networks, Scalent and Dell Compellent. Dell is the No. 1 healthcare information technology services provider in the world according to Gartner, Inc. and wins more than 300 industry awards in 2010.
2010	The company accelerates enterprise customers' move to the cloud with Dell Virtual Integrated Systems solutions, based on open architecture solutions that focus on interoperability and extending the legacy investments of our customers. Dell enters the tablet arena with the Streak, a 5-inch device designed to provide the best on-the-go entertainment, social connection and navigation experience. Newsweek names Dell the greenest company in America.
2013	Michael Dell and private equity firm Silver Lake Partners buy back Dell from public shareholders to accelerate its solutions strategy and to focus on the innovations and long-term investments with the most customer value. One year post-privatization, Dell is the fastest growing, large integrated IT company in the world with revenue growth across our businesses and PC and server share gains outpacing the market. Investments in our strategy continue with the acquisition of data analytics leader StatSoft and breakthrough enterprise innovations like our 13th generation of PowerEdge servers and FX Series converged infrastructure solutions.
2014	Dell is the global storage leader in total terabytes sold and sets the new industry standard for value with the SC4020 All Flash Array. Our corporate responsibility leadership garners global accolades with the Keep America Beautiful Vision for America Award, Accenture Circular Economy Pioneer Award, and a spot on Ethisphere Institute's list of the World's Most Ethical Companies.
2015	Customer satisfaction rates reach record highs as customers feel the effects of Dell's singular focus as a private company.
2016	The Dell journey and the EMC journey join to reach customers and their great ideas globally and to drive human progress. The newly combined Dell Technologies marks the completion of the biggest tech deal in history.
2021	Dell Technologies completed the spinoff of VMware forming two standalone public companies.

- Company's Dun & Bradstreet (D&B) number.
[Dell Marketing L.P. D & B #: 87-793-6518](#)
- Company's organizational chart of those individuals that would be involved in the contract.

Dell Response:

By working with Dell Technologies, you can be assured NCPA and customer agencies will have access to the highest quality talent and support from experts who specialize in the public sector and education markets.

Contract Program Managers: Experienced Contract Program Managers (CPM) are assigned to large contracts to ensure contract compliance and reporting activities. CPM will also aid in marketing the contract to our SLED account team members leading to increased adoption within the State. Katherine Dunay, who currently serves as the CPM for NCPA will continue to serve as the main Point of Contact.



- **Contract Management and Compliance** - Manage the Contract and relationships with State Procurement Officers to ensure compliance with all state requirements. Design, manage, and maintain contractually required internal websites for contracts.
- **Partner Management** - Manage contracts for partner companies, including partner agreements, amendments, and compliance requirements and reports.
- **Audit** - Conduct contract audits to ensure that all data has been reported accurately and can be supported internally through a verifiable audit trail. Conduct audits of customer sales for issues regarding rebates, returns, and contract pricing.
- **Sales Training & Consultation** - Create and conduct custom presentations for training purposes given to sales partners, sales teams, and other internal departments. Consult with

customers and sales on the most appropriate contract options based on scope, pricing, contract terms and language.

- **Operations** - Analyze business processes and implement changes to enable better customer service to our end customers. Created an automated process in Access to generate custom contract price lists based on contractual requirements.
- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.

Dell Response:

Dell has 46 offices in the US. Key contacts servicing each customer agency can be provided by the Contract Program Manager, upon request.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: **Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington, Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.**

1465 North
Scottsdale Road,
Suite 450
SkySong 5
Scottsdale
Arizona
85257

4 McKissic Creek
Road
Suite 6
Bentonville
Arkansas
72712

14591 S.W. 120th
Street
Miami
Florida
33186

50 Constitution
Boulevard
Franklin
Massachusetts
02038

430 Cowper Street
Suite 200
Palo Alto
California
94301

135 Technology
Drive
Suites 100,150,200 &
250
Irvine
California
92618

10010 Junction
Drive
Annapolis Junction
Maryland
20701

55 Constitution
Boulevard
Franklin
Massachusetts
02038

5450 Great
America Parkway
Santa Clara
California
95054

440 First Street,
NW
Suite 820
Washington DC
District of
Columbia
20001

777 Virginia Road
Concord
Massachusetts
01742

109 Constitution
Boulevard
Franklin
Massachusetts
02038

111 Constitution Boulevard Franklin Industrial Park Franklin Massachusetts 02038	01748	171 South Street Hopkinton Massachusetts 01748
42 South Street Hopkinton Massachusetts	108 South Street Hopkinton Massachusetts 01748	176 South Street Hopkinton Massachusetts 01748
228 A/B South Street Hopkinton Massachusetts 01748	117 South Street Hopkinton Massachusetts 01748	
228 C South Street Hopkinton Massachusetts 01748	5800 Technology Drive Apex North Carolina 27539	Oklahoma City Oklahoma 73108
7615 Smetana Lane Eden Prairie Minnesota 55344-3712	4121 Surles Court Durham North Carolina 27703	1 Dell Parkway Nashville Tennessee 37217
7625 Smetana Lane Eden Prairie Minnesota 55344	62 TW Alexander Drive Research Triangle Park North Carolina 27709	1225 Alma Road Suite 160 Richardson Texas 75081
1 Penn Plaza Suite 2920 New York City New York 10119	3501 SW 15th Street, Bldg A Oklahoma City Oklahoma 73108	200 Dell Way (RR5) Round Rock Texas 78682
1404 Park Center Dr. Austin Texas 78754	3501 SW 15th Street, Bldg B	12500 Tech Ridge Boulevard, Bldg PS4 Austin Texas 78753
4309 Emma Browning Avenue Austin Texas 78719	701 E. Parmer Lane, Bldg PS3 Austin Texas 78753	701 E. Parmer Lane, Bldg PS2 Austin Texas 78753
	701 E. Parmer Lane, Bldg PS3B Austin Texas 78753	9715 Burnet Road Metric - 7, Suite 300 Austin Texas 78758

5822 Cromo Drive
El Paso
Texas
79912

2300 Greenlawn
Boulevard (RR3E)
Round Rock
Texas
78682

501 Dell Way
(RR2)
Round Rock
Texas
78682

9830 Colonnade
Boulevard
Suite 380
San Antonio
Texas
78230

505 First Avenue South
4th Floor
Seattle
Washington
98104

2300 Greenlawn
Boulevard (RR3)
Round Rock
Texas
78682

2401 Greenlawn
Boulevard (RR7)
Round Rock
Texas
78682

501 Dell Way
(RR2W)
Round Rock
Texas
78682

13197 South
Frontrunner
Boulevard
Draper
Utah
84020

2401 Greenlawn
Boulevard (RR8)
Round Rock
Texas
78682

401 Dell Way (RR1)
Round Rock
Texas
78682

501 Dell Way
(RR2E)
Round Rock
Texas
78682

8444 Westpark
Drive
Floors 1, 3, 7, 8 &
9
McLean
Virginia
22102

- Define your standard terms of payment.

Dell Response:

Customer must pay Supplier's invoices in full and in the same currency as Supplier's quote within the time noted on Supplier's invoice, or if not noted, then within 30 days after the date of the invoice, with interest accruing after the due date at the lesser of 1.5% per month or the highest lawful rate. Supplier may invoice parts of an Order separately or together in one invoice. All invoice terms will be deemed accurate unless Customer advises Supplier in writing of a material error within 10 days following receipt. If Customer advises Supplier of a material error, (a) any amounts corrected by Supplier in writing must be paid within 14 days of correction, and (b) all other amounts shall be paid by Customer by the due date. If Customer withholds payment because Customer believes an invoiced amount is incorrect, and Supplier concludes that the amount is accurate, Customer must pay interest on the unpaid disputed amount from the due date until Supplier's receipt of payment. Customer may not offset, defer or deduct any invoiced amounts that Supplier determines are correct following the notification process stated above. Supplier, without waiving any other rights or remedies and without liability to Customer, may suspend Services until all overdue amounts are paid in full.

- Who is your competition in the marketplace?

Dell Response:

Dell Technologies offers one of the broadest portfolios of IT Solutions and Services. Our competition differs depending on the product or service being offered.

The technology market is increasingly competitive, but we don't see one single company or set of companies as our key competitors. Our business is diverse and strong, and we see ourselves in a truly differentiated position in the eyes of our customers. There really is not another company like Dell Technologies out there that can address so many customers needs today and in the future.

- Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations

Dell Response:

Dell Technologies FY22 Revenue was \$101.2B. Our SLED business is roughly 10% of the revenue encompassing thousands of customers across the US and Canada and we do over \$1B in each vertical.

More details about our financials can be found at: <https://investors.delltechnologies.com/>

- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$_____ in year one
 - \$_____ in year two
 - \$_____ in year three

Dell Response:

We are unable to estimate anticipated future revenue. Our historical revenue from the NCPA contract is approximately \$150M per year.

- What differentiates your company from competitors?

To find information on how Dell products and solutions compare against competition across a broad mix of head-to-head product comparisons, third party competitive research, compelling blogs and customer stories to make an informed purchase decision, visit the link below.

<https://www.dell.com/en-us/dt/what-we-do/competitor-comparisons.htm>

- Describe how your company will market this contract if awarded.

Dell Response:

Dell Technologies has successfully partnered with NCPA to help its members agencies meet their technology needs. In continuing with this tradition, Dell Technologies will provide a multi-channel plan to market and promote the NCPA Contract.

Supportive of our marketing strategies and communication for the NCPA Contract will be our SLED Strategists who are former government employees or educators. Our Strategy team members are well versed in Technology Solutions for Government and Education, and act as advisors, guides, and champions for the NCPA affiliated State and Local Government and Education Institutions.

Our marketing approach will focus on contract education to ensure optimal utilization by Dell Sales Teams.

Dell Technologies Marketing & Communication Plan for the NCPA Contract

Internal Marketing/Sales Enablement

- Dell Technologies SLED Strategists will conduct presentations to all Dell Sales Teams supporting Education and State & Local Government.
- SLED Strategy Team and Contracts Program Management Office hold monthly calls with our Education and Public Sales Teams – this will provide both an initial and on-going contract update forum.
- Dell Technologies will develop a NCPA Contract Release / Marketing document which outlines the scope of the contract, usage eligibility and contract ordering specifics for Dell Technology Teams.
- Dell Technologies will develop an internal web-based resource to provide details on the NCPA Contract for use by Dell Sales Teams.
- Dell Technologies will add the NCPA contract to the list of nationally available contracts within the public sector and present it during the monthly sales training on contracts.
- Dell Technologies, based on NCPA approval, will cascade all training and messaging to our Dell Sales Teams working with Education and Public Sector customers.

External Marketing/Sales Enablement

- Dell Technologies Public Sector Account Teams will promote the NCPA contract with their customers within the NCPA region with awareness flyers that show the value of the NCPA contract over list price.
 - Dell Technologies will develop, host and maintain a public-facing website with information on NCPA contract use, pricing, sales contacts, and reseller contacts.
 - Dell Technologies, based on NCPA approval, will work with the Value-Added Reseller community to expand the contract for their use in supporting NCPA members. This will be an extension of our current practice with the Dell NCPA Contract.
 - Dell Technologies will work with NCPA to develop Contract Communication Strategies tied to Regional SLED Events. An example would be contract marketing material for use at the “TECH Talk Live” event in Pennsylvania.
-
- Describe how you intend to introduce NCPA to your company.

Dell Response:

Dell has been on the NCPA contract for over a decade and our contract support teams and sales teams are very familiar with NCPA.

Contract Program Managers (CPM), Regional Account Managers and SLED Strategists are well versed in our SLED contracts. When a customer wants to make a purchase, these team members work with the Account Executive to identify the appropriate contract vehicle to enable the sale.

- **Regional Account Management:** Our regional account teams consists of general, technical, and specialty sales team members, and Dell Financial Services that will serve as the main point of contact for pre-sales design/pricing and post-sale account management activities.
 - **State, Local and Education (SLED) Strategists:** Our strategists are industry veterans who have extensive experience working in universities/public agencies and have led transformation projects. They will serve as advisors to assist customers with their transformation journey.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Dell Response:

Dell Premier offers a suite of complementary tools designed to simplify and expand access to IT purchasing, discover insights for better asset management, and give you autonomy and control of the procurement process.

To learn more about Premier, visit: <https://www.dell.com/en-us/dt/premier-solutions/index.htm>

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

A complete description can be found in Appendix D - Dell Premier for IT Procurement Overview

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Dell Response:

Dell Technologies offers services in over 170 locations globally, including a direct service presence in more than 83 locations. Our technical support team is comprised of more than 7,500 technical support representatives and is backed by over 37,000 Dell Technologies services professionals.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington, Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.

Collaboration is also important, and our 12 Centers of Excellence and Joint Solutions Centers deliver in-house collaboration and industry-leading levels of support, leveraging Dell Technologies' alliances with leading application providers such as Oracle and Microsoft. Beyond this, we have deep partnerships with industry leaders and many cooperative support agreements to accelerate time to resolution for joint customers.

Customer Service boasts customer satisfaction ratings among the highest in the industry and has been widely recognized for leading the industry in established best practices, including best use of measurements and metrics. Dell Technologies has received over 40 Technology Services Industry Association (TSIA) Star Awards—and is a five-time recipient of the TSIA Hall of Fame Award—an accomplishment achieved by only one other company.

Support center coverage is 24/7 worldwide with support coverage delivered according to the customer's selected coverage. If onsite service is needed, the covering support center contacts the local field service representative (24x7 for high-availability contracts), which handles the case according to our formal escalation policy. For more information visit us on the Dell Technologies website:

<https://www.delltechnologies.com/en-us/services/support-services/index.htm>

Service is provided to customers based on their warranty and maintenance contract terms and their selected support maintenance option.

Contact Customer Service:

U.S.: 1-800-782-4362 **Canada:** 1-800-543-4782

Local dial numbers outside of U.S. and Canada can be found here: [Dell Customer Support Centers Phone list](#)

Hours of Operation: 7 x 24 x 365

For more information visit: [Dell Technologies Contact Us](#)

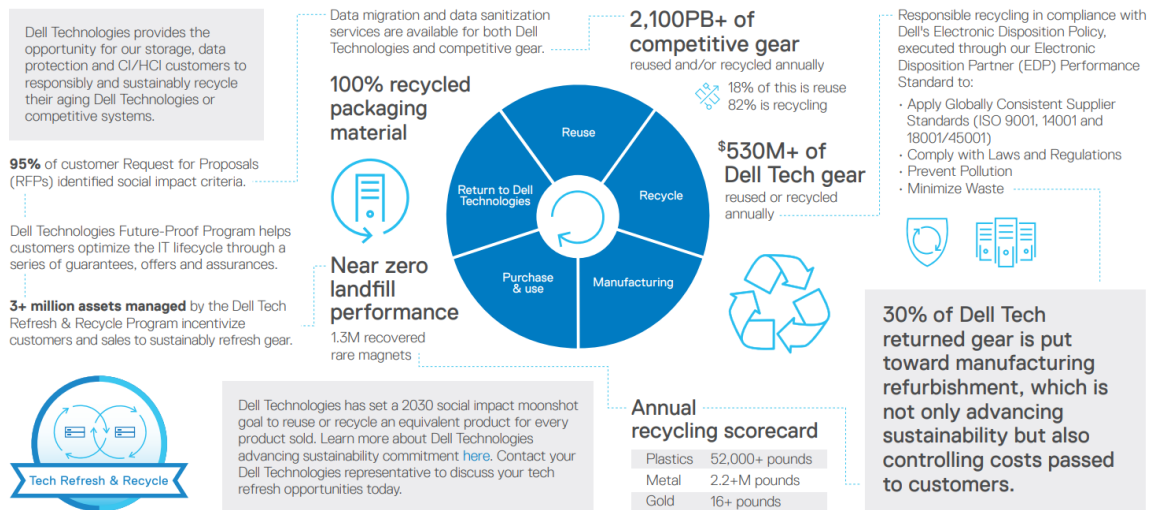
Customers in the USA can access Customer Support from Dell.com
(<http://www.dell.com/support/home/us/en/19?c=&l=&s=>)

Dell.com/support is an online support site with a number of tools that can be utilized by Dell customers. The content and site language is customized by country/region. You can select and default your home country or region at the bottom of the main page. Examples of the site functions are below. Some of these modules are not available in all countries.

- Product Support
 - Software Licenses
 - Warranty & Contracts
 - Order Support
 - Support Videos
 - Online Customer Care
 - Dell Download Center and Drivers
 - Service Request
 - Comprehensive records for inventory management
-
- Green Initiatives (if applicable)
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Dell Response:

Our 2030 Moonshot Goal for [Social Impact](#) focuses on four key areas with [Advancing Sustainability](#) being one of them - By 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging will be made from recycled or renewable material. More than half of our product content will be made from recycled or renewable material. [Tech Refresh and Recycle](#) is one of the many ways in which we are striving to achieve our sustainability goals.



Dell Asset Resale & Recycling Services

We help our customers resell, recycle, or return your excess computer equipment in a secure and environmentally conscious manner that complies with local regulatory guidelines. We meet or exceed all international standards such as the Basel Convention, EU WEEE directives and US environmental and data disposal laws (RCRA, CERCLA, SARA, HIPAA, GLB and CISL). To protect your company's assets and reputation in this area, we help ensure that sensitive information does not fall into the wrong hands while also promoting environmental stewardship.

- **Environmental stewardship:** Systems with no value are recycled in adherence with local regulatory guidelines such as the EPA and WEEE legislation and waste regulations.
- **Brand protection:** We can help you avoid the negative publicity that comes from a disposal process that goes wrong.
- **Retire multi-vendor assets:** Our services can be applied to all IT assets regardless of brand.

Asset Recycling

We encourage our customers to recycle their end-of-life assets. Dell will handle the logistics of properly disposing the excess equipment in an environmentally sensitive way. During the recycling process, IT components are broken down into primary parts with materials separated into groups of ferrous metals, precious metals, and plastics. Once divided, these materials are then sent to specific partners who specialize in the disposal of each unique material.

Asset Resale

We pick up our customers systems at designated location, ship them to our facilities, sanitize the device in alignment with NIST SP 800-88 standard, and audit the equipment to determine the value. We can also help with reselling it to a third party. Equipment that has no residual value is recycled.

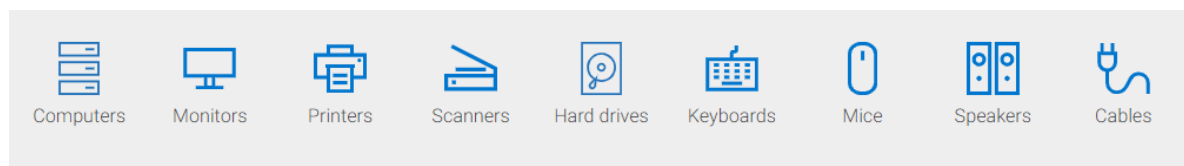
- **Onsite data sanitization option:** Provides an extra level of security because we sanitize the device in a secure environment at our customers site before it leaves your offices.

For customers who require nonstandard service or integrated deployments, Dell can provide flexible services, including custom Asset Resale and Recycling services.

Asset Records Management

We provide a detailed status report on the data sanitization and outcome of each retired system. We also can provide a Confirmation of Disposal to verify that the sanitization was successful or that the drive was shredded to prevent data recovery in the case of a non-functioning drive and that all recycling met or exceeded all local regulatory guidelines. In addition, for all equipment disposals, we provide a settlement report which lists the resell value of each piece of resold hardware and documents any other disposed equipment.

Dell Reconnect



Dell reconnect is a program that has partnered with Goodwill to keep electronics off landfills. Donate unwanted technology to Dell Reconnect and help protect the environment while supporting Goodwill mission of putting people to work. This includes chargers and cords.

- Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.

Dell Response:

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world. Please see Appendix B for Dell's Diversity and Equal Employment Opportunity Policy

- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service

Dell Response:

Dell is registered in the State of Texas through the Secretary of State office registration #6260510

Please See Appendix G for requested documents.

Tab 5 - Products and Services / Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Dell Response

Please see Appendix E for Dell's Limited Hardware Warranty, and Appendix F for Dell's Return Policy. These can also be reviewed at the following links.

[Dell Limited Hardware Warranty](#)

[Dell US Return Policy](#)

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Dell Response

Dell confirms that initial purchases will be new products. Dell uses new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

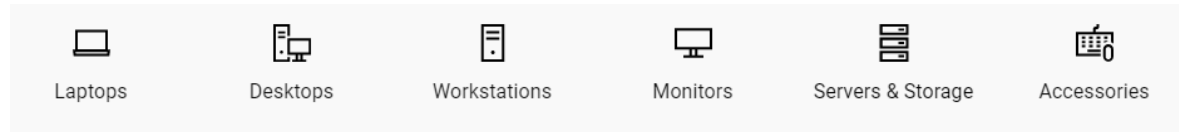
Products

- Laptops / Notebooks / 2-in-1s
 - Tablets
 - Desktop Computers
 - Workstations – Fixed and Mobile
 - Gaming Devices
 - Chromebooks – Education and Enterprise
-

- Servers
- High Performance Computing
- Data Storage / Drives
- Converged Infrastructure
- Hyper Converged Infrastructure
- Cloud Products
- Software
- Security Solutions
- Data Protection HW / SW
- Networking
- Internet of Things (IOT)
- Sensors & Edge Devices
- Printers & Accessories
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Spare Parts
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell Response

Dell is responding to this RFP with Dell OEM products. We offer a wide portfolio of products that includes:



Our Industry Specific Solutions can be found at:

- State and Local Government - <https://www.dell.com/en-us/dt/industry/state-local-government/index.htm>
- Higher Education - <https://www.dell.com/en-us/dt/industry/higher-education/index.htm>
- K-12 Schools - <https://www.dell.com/en-us/dt/industry/education/index.htm#cobrand=intel>

End User Computing and Peripherals

Desktop, Workstation Hardware

Standard Business Class Desktop, Workstation configuration

We recommend our OptiPlex 5000 and 7000 series Desktops. OptiPlex are the world's most intelligent PC's with built-in artificial intelligence. OptiPlex 5000 and 7000 series desktops learn and adapt to how you work with the intelligence of Dell Optimizer Express Response, which optimizes the performance of the user's top 5 apps so they can work at their full potential and increase productivity.

Specialty Class Desktop, Workstation configuration

We recommend our Precision 5000 and 7000 series Tower, Small Form Factor and Micro Form Factor PCs. Precision offers best in class Innovative Design, Intelligent Performance, Mission Critical Reliability and Immersive Productivity.

Laptop Hardware

Standard Mobile Laptop configuration:

We recommend our 3000 and 5000 series Latitude laptops for a Standard Mobile Laptop experience. Latitude offers industry-leading Innovative Design, Intelligent Collaboration & Connectivity and Sustainability features. Latitude laptops come in 13", 14" and 15" form factors.

Ultrabook Laptop configuration:

We recommend our 7000 or 9000 series Latitude laptops for a Ultrabook Laptop experience. Latitude products are smaller and lighter than ever with narrow border screens featuring ComfortView Plus, a built-in solution that reduces harmful blue light while delivering excellent color.

Ruggedized Laptop configuration:

Dell's Latitude Rugged portfolio of devices offers best-in-class durability, reliability, and field productivity, with both tablet and clamshell models to choose from. Latitude Rugged systems keep you in control of your technology with the same industry-leading security, manageability, and reliability as the rest of the Dell Latitude portfolio. Dell Latitude Rugged systems are also FirstNet Ready™ with Band 14.

Mobile Workstation (Additional Offering):

We recommend Dell Precision mobile workstations as they deliver versatile designs, intelligent

performance, and mission critical reliability to conquer the industry's most demanding applications. From award-winning filmmakers and animators to state-of-the-art architects and engineers our expansive professional portfolio enables you to customize the workstation and optimize them for your creative expertise.

Gaming PC Hardware:

We recommend our Alienware and G-Series laptops and our recommendations for desktops would be the Aurora line (R12, R13, R14) and for laptops would be the M15/M17 (R5, R6) or the X15/X17 (R1). Alienware is the gold-standard when considering gaming devices. Unmatched power and design with leading-edge materials and exceptional engineering, every Alienware device is built to reject limits.

Tablet Devices:

We recommend our Latitude 5320 2n1 and 7320 Detachable devices. Latitude 13" devices offer the perfect balance of performance, scalability and sustainability. The 7320 is the world's most powerful, secure, and serviceable detachable and is also the most intelligent, featuring ExpressSign-in.

Enterprise Chromebooks - Latitude / Enterprise

Enterprise Chromebooks are designed for durability, and some models are with a high standard of passing 17 MIL-STD 810G tests. Offering comprehensive serviceability and easy-to-upgrade RAM, storage, battery and processors so you can easily customize for your business needs.

Education Chromebooks – Student Laptops

The student version of Chromebooks is economically viable while being built to be student tough – rigorously tested beyond Mil-Std, tested to survive 5000 free fall micro-drops, while rubberized edges minimize the impact. Kid-proof keyboard and protected ports save the devices from accidental spills.

Peripherals and Accessories

Dell products are purposely built to work with multiple platforms. Our wide assortment of accessories ensure that the user fully gets to utilize our products.

Electronics & Accessories

 Monitors	 Docking Stations	 Software & Downloads
 Audio	 Networking	 Tablets
 Gaming Electronics	 Laptop Bags & Cases	 Cameras, Photo & Video
 PC Accessories	 Printers, Ink & Toner	 Keyboards & Mice

In addition to Dell branded accessories, we also partner with industry-leading manufacturers to bring you a large assortment of world-class products. These manufacturers include top brands in each accessory category providing a wide assortment from premium to economic choices to suit our customer's budget.



Jabra



JBL



Logitech MK520 Wireless



Alienware RGB Gaming



Targus Drifter II Laptop



Logitech Zone Wireless



Lexmark C3224dw Color



Epson EcoTank ET-M1170



VisionTek VT1000 Dual Display

Our comprehensive accessories are listed in the table below, please note that products may be added or removed from this list:

Docks	Memory	Conference Room Solutions
Laptop Bags	Storage	Large Format Monitors
Power / UPS	Graphic Cards	Televisions
Displays and Monitors	Networking	Mounts and stands
Keyboard, Mice and Stylus	Drones	Charging Carts and Lockers
Cameras	AR/VR	Healthcare Carts / Mounts
Printers	Gaming	Furniture
Privacy Filters and Screen Protectors	Locks	Ergonomics
Audio Accessories	Cables	Home Automation



Additional accessories and options

- C. Cross strap 395-BBF
- D. Shoulder strap 750-AAxB
- E. Spare battery charger 451-BCDF*
- F. Vehicle dock DS-ELL-601
- G. Keyboard cover and kickstand 580-AGLS

[^] Some options may not be available in all regions

* Not pictured

9



Our deep understanding of our customers working environments has helped us select and offer the best accessories for each use case. Our SLED Account Teams are experts in our customer working environment and our offerings that suit them best. Using feedback from our customers, we have worked with third parties to create custom accessories that will deliver the best integration with our products – the image above shows accessories that are designed for our Rugged product lines. These accessories are designed and tested to work in harsh environments.

The benefits of buying from Dell all your 3rd party add-on products are that Dell will provide or facilitate the warranty service and maintenance for all the products on the Master Agreement either directly or pass-through from the third-party manufacturer. This makes it a one stop shop for all your purchase, warranty and sales tracking needs.

Infrastructure Solutions

Dell leverages a modern approach that helps our customers get more value from centralized IT solutions, data lakes, predictive analytics and digital integration. Dell's capability to provide End to End solutions help institutions reduce complexity and cost. Dell transforms higher education IT environments:

- **Data Storage, Management and Protection** - Dell Technologies can streamline data management through customized enterprise content and records management, risk and compliance management,

and data protection. We also can provide digital storage designed to satisfy workload and institutional needs for efficiency, performance and scalability.

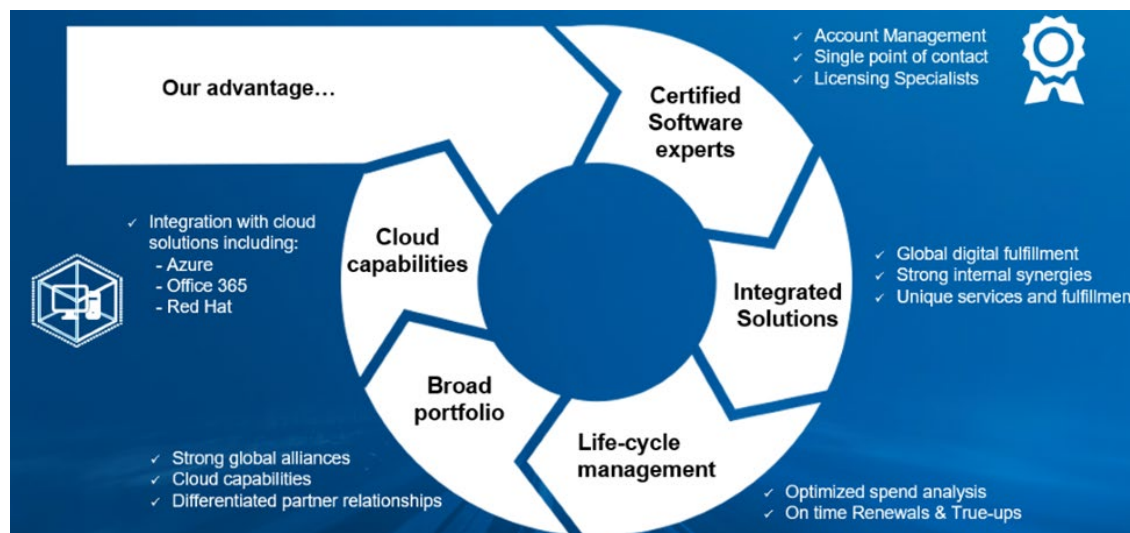
- **Modern Data Center** - Dell Technologies offers automated hyper-converged platforms to modernize higher education data centers and deliver an IT-as-a-service model. This way, institutions can provide primary IT functions to users, partners and the community as a self-service catalog, even in combination with public-cloud and managed services.
- **Digital Campus (IoT)** - Higher education can bridge information islands using Internet of Things (IoT) technologies from Dell Technologies. Our IoT experts work with universities on widely diverse projects. We also offer storage for IoT data and advanced data analytics to gain actionable insights from it.
- **Transform your High-Performance Computing** - From small institutions to some of the world's largest, researchers are pushing their discovery horizons with Dell Technologies high-performance computing (HPC) solutions.

Dell Partner Software Solutions

Dell Partner Software has been serving customers, including educational entities, since 1984, the year when Dell was founded. We make it easy to source traditional and cloud-based software licensing offerings through expertise, reach and influence. Dell Partner Software provides solutions for:

- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell's extensive experience working with software publishers and our customers enables us to efficiently navigate the complexities and processes of software licensing and help advocate for our customers. Within Dell Software, we have an entire organization dedicated to state and local government and educational accounts. This organization is staffed with capable, experienced, industry-savvy, and customer service-oriented people who understand that state and local customers have unique needs when it comes to budgeting, procurement and payment processes, dissemination of knowledge and information, and many other agency-specific items.



Dell Partner Software provides our customers with the industry's best customer experience along with a number of value-added services—all free of charge. Dell Partner Software also delivers value to our customers by making sure all members of our sales and customer service team receive ongoing training and earn industry certifications from the major manufacturers.

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, VMware, Ivanti, Red Hat, BMC, Citrix, McAfee, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Commercial-Off-the-Shelf (COTS) Software

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, Amazon, VMware, Ivanti, Red Hat, BMC, Citrix, Trellix, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Software-as-a-Service (SaaS)

Dell Partner Software teams with some of the industry's leading providers of SaaS products to provide our customers with a plethora of products that fulfill their SaaS needs. Some examples include Microsoft (M365, D365, etc.), Adobe (Creative Cloud), Amazon Web Services, VMware, and Google (GCP, Workspace) as well as many others.

Platform-as-a-Service (PaaS)

Dell Partner Software is a leading provider of PaaS options for our customers, offering a wide variety of cloud-based solutions. These include Amazon Web Services, VMware, Google, and Red Hat. These solutions provide the platform for our customers to deploy, provision and run applications without needing to build out the underlying infrastructure.

Software Licensing and Maintenance Agreements

Our software specialists are highly trained in the nuances of software licensing and maintenance Agreements, providing our customers with a true trusted advisor to help navigate these complicated agreements. For example, all of our software specialists carry the Microsoft Certified Professional certification, and members of our team hold certifications with a host of other publishers. Not to mention that we have licensing specialists that are solely dedicated to our major publisher partners for a deeper understanding of those agreements.

Subscription Based Software Licenses

Dell Partner Software is a major reseller of subscription-based software licenses across the entire spectrum of the industry. Additionally, our software specialists are highly-trained to assist our customers to help determine the best licensing model that would most effectively meet their business needs, be it subscription, on-premise or a mixed model.

Services

- Deployment & Installation
- Professional Services
- Consulting Services
- Security Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- AWS Product and Services
- Application Services – End User
- Application Services – Data Center
- Residencies
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Asset Lifecycle Management
- Asset Recovery

Dell Response:

Technology Services Overview:

Our services include a broad range of configurable IT and business services, including infrastructure technology, consulting and applications, and product-related implementation, deployment, and support services. We manage our services based on a customer engagement model, which groups our services with similar demand, economic, and delivery profiles into five categories of services: Consulting and Professional Services, Deployment and Lifecycle Services, Managed Services, Education Services, and Support Services. Within these categories, we offer a variety of discrete and customizable services to our customers as part of an overall solution. Without going into the extensive range of offerings – [Dell Technologies has over 460 discrete service offerings and can customize the right solution for EVERY customer](#) - let us share some examples on how Dell Services can help accelerate your transformation.

While many customers have a defined IT and Transformation strategy, the underlying roadmap on how to get there is not always clear, resulting in limited executive sponsorship and a lack of alignment across various departments and areas of operations. Our [Professional and Consulting Services](#) can help by assessing your environment and building a transformation, implementation, management, and lifecycle support plan that achieves the desired outcomes aligned to the institutions vision and strategy. Additional specific details around our Workforce Consulting, Application Analysis and Modernization, Hybrid / Multi-Cloud, Cyber Security / Business Resiliency, Data Center Consolidation, and other services are provided here or in the “Value Added” section in this response.

For IT the directive has changed from “do more with less” to “do more with less...faster” as time expectations of the technology world are compressing exponentially. This requires the deployment of new

and more efficient infrastructures, modern collaboration, and communication tools, as well as the right end user devices. Our [Deployment Services](#) can help your organization embrace new technologies by accelerating deployment and adoption so you can execute digital strategies and drive toward the desired outcomes. The services include Configuration and Implementation Services, On-site and Remote site Deployment Services, Image Provisioning, and full Lifecycle Management Services, including sustainable asset recovery and recycling, and additional details around these services are available here and in the “Value Added” section in this response.

[Managed Services](#) allows you to offload day to day IT operations by combining on-site and remote end-to-end management and operation of your infrastructure or client devices, allowing your resources to focus on more value-producing and strategic initiatives. These managed services include a full range of offerings, including on- and off-premises management of client and/or infrastructure, co-location management, security monitoring and a host of other managed services capabilities. Additional details are available here and in the “Value Added” section and the Addendum to this response.

Many organizations recognize the competitive nature of finding and retaining a skilled IT workforce. Dell Technologies Services can augment your in-house skills with consultants and technology experts through Staff Augmentation and expert Residency services, enabling you to shift focus from day-to-day management to critical IT and business initiatives. This includes delivering [Support Services](#) that utilize our experts as well as AI, machine learning and deep learning to optimize performance while predicting, preventing and proactively resolving issues. Further detail is available in the Addendum section of this response.

A full range of training and [Education Services](#) to help you upskill your teams by identifying knowledge and skills gaps and define a continuous learning strategy skills are up to date, for all of Dell Technologies’ hardware platforms and all the most in-demand application, infrastructure, communications, application development and other environments.

Financial Services Offerings:

- Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
 - Fair Market Value Lease
 - Purchase Option Lease
 - Tax Exempt Lease Purchase Lease
 - Flex Lease Purchase
 - PC-as-a-Service
 - Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements

Responses:

Dell Financial Services

Dell Financial Services, L.L.C. (DFS) is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. DFS provides a variety of payment solutions that allow our customers to acquire multi-vendor hardware, software and services.

Our flexible payment solutions offer an end-to-end solution across Dell Technologies in addition to products from other manufacturers or vendors hardware, software and services.

Over the past twenty-five years, DFS has originated over \$90 billion in leases. Annually we fund over \$8 billion in revenue, and we currently have \$12.5 billion in managed assets. DFS operates in over 50 countries with 1500 employees around the globe.

Our mission at DFS is to help Public Agencies using the NCPA get the technology they need today and expand acquisition opportunities within current budget allocations. You will find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you are on a regular rotation program, unsure of your long-term plans, or seeking an affordable method of financing equipment, software, and related services. Our portfolio of payment solutions can help you meet business challenges. DFS is committed to your success.

MyDFS

DFS strives to empower our customers to manage their business with DFS online globally. DFS is in the process of launching a new online portal which will bring a number of exciting capabilities to our customers and will continue to improve the DFS experience.

A highlight of the new enhancements through 2022 will include, but not limited to:

- Dashboard and portfolio visualization
- Provides a consistent look and feel with other Dell platforms including single sign-on
- Contract, asset and invoice data management and document retrieval.
- Online Schedule Acceptance (OSA) – US- Commercial customers only
- Standard and custom reporting capability
- End of lease capabilities at both contract and asset level.
- Customer administration feature to self-manage data and user capability access.
- General support requests

Minority Financing

Through a strategic arrangement with Pharos Financial Services L.P. (PFS), DFS can help facilitate technology ownership and rotation programs to customers desiring a Minority Business Enterprise (MBE) or Historically Underutilized Business (HUB) lessor. Available in the United States only.

These programs can benefit customers in a number of ways:

- Demonstrate public policy support
- May provide bidding advantages on government contracts
- Cultivate greater customer loyalty

The collaboration between PFS and DFS also offers a number of advantages:

- Access to DFS financing program benefits including customized payment structures, electronic invoicing, asset reporting and a flexible end-of-lease process
- Single-source contact for equipment and leasing needs
- One-stop shopping for service
- Speed to production and delivery
- Easy equipment upgrades and enhancements

Unlike a complete outsourcing solution, you remain in total control of key strategic decisions with PFS minority financing solutions.

Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing and financing and other flexible payment solutions, which are made available directly through DFS or PFS in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Since the current RFP does not contain any Lease terms and conditions, any eligible Public Agency under this RFP authorized to execute such Leases under applicable law must execute a separate Lease directly with DFS or PFS for the hardware, software, and/or services being procured under this RFP. Each Lease will separately establish a long-term (beyond net 30 days) financial relationship between DFS or PFS and each Public Agency procuring under the NCPA contract). Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Each eligible Public Agency will be required to separately negotiate the terms and conditions of its Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this RFP, the terms and conditions of the DFS or PFS Lease will prevail.

In addition, Dell may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix H. Eligible customer shall negotiate the terms and conditions of such FOD solution directly with vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the eligible customer and Dell or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of the RFP, and

conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedules, and any other related documentation that may be applicable are attached in Appendix H.

Flexible Payment Solutions Enabled by Dell Financial Services

DFS' payment programs offer flexible end-of-term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annual, in advance.



Pay as You Go Solutions

These solutions are ideal for predictable and stable workloads but can be structured in different ways to accommodate different needs.

Technology Rotation

[Lowest total cost of ownership with multiple structures to support different business cases](#)

Technology Rotation is a business strategy enabling organizations to maintain liquidity, take advantage of current-state technology, and contribute to the circular economy. When you choose a technology rotation strategy, you can structure payments to align to business needs. Whether you need payments to start small and grow as your business grows, you want to align payments with deployments, or you want to simplify billing and asset management, we can customize a solution that meets your exact needs. By utilizing Technology Rotation, organizations can accelerate and enhance digital transformation with a planned refresh of assets that can help overcome challenges throughout the technology lifecycle.

Technology Ownership

[Complete, simplified structured solutions that can improve cash flow](#)

In some instances, it makes sense to own technology. In that case, our technology ownership solution provides a simple structure for you to spread costs over time rather than incurring upfront costs. Complete systems including hardware, software, and services can be purchased this way.

PC as a Service- Lifecycle Management

[Dell PC as a Service \(PCaaS\) delivers a modernized employee experience with a single, predictable price per unit per month.](#)

PCaaS combines the latest hardware, software, lifecycle services and financing into one all-encompassing solution. PCaaS offers one-stop financing for PC hardware, software and services:

- Financing that is seamlessly integrated into the PC lifecycle management process

- Flexible financing options (flex up, down and mid-term upgrades for more than 300 units)
- 36 and 48 month terms
- Dedicated experts with technical knowledge and financial acumen

Software Installments

Lock in costs while beating budget constraints with publishers' pre-paid and multi-year maintenance discounts

Our Software Installment payments allow you to pay for and access software in more flexible ways. Payments can be tailored to meet your needs including deferrals and can be set monthly or annually. These installments can be applied to software with or without the purchase of hardware and can also be applied to license agreements. (example TLA, ELA)

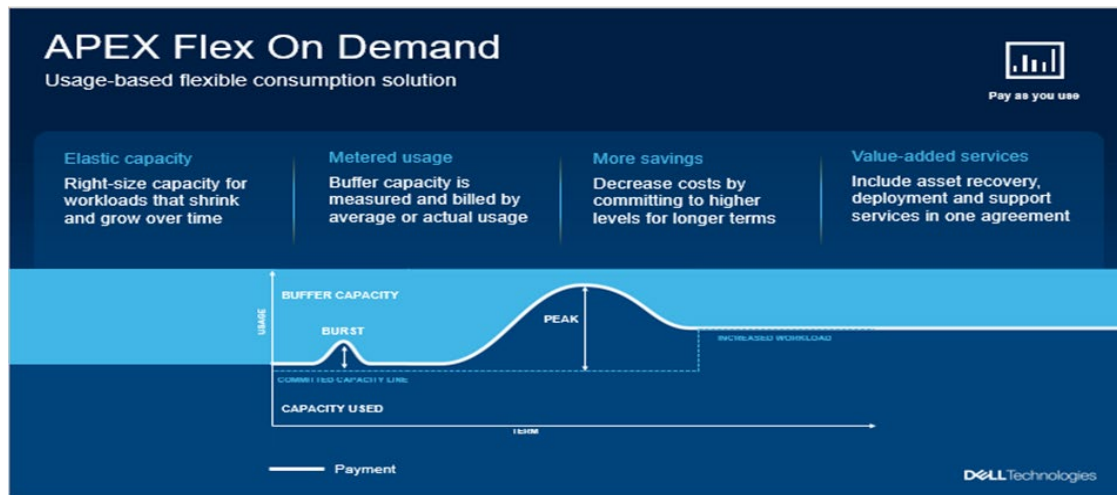
Payment Flexibility Program

Increase buying power through low rate promotions and payment deferral offerings

Whether you are choosing a rotation or ownership strategy, we realize that flexibility is KEY.

We have created a **Payment Flexibility Program** to ensure that you will be able to address budget constraints by taking advantage of low-rate promotions. When cash flow is limited, deferrals can help keep budgets on track and in uncertain business climates you might be hesitant to make a long-term commitment so we are offering shorter terms.

DFS Master Usage Agreement and usage schedule can be utilized for structures: IT as a Service (ITaaS) and cloud related Services offering may include: Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), Storage-as-a-Service, Device as a Service or PCaaS.



APEX Flex on Demand

Customers are often looking for a solution that allows them to pay for only what they truly use. Flex on Demand offers elastic capacity and pay for use economics. Many customers looking to take advantage of public cloud economics and flexibility turn to Flex on Demand. With Flex on Demand you can take advantage of:

Elastic Capacity

Provision the right-sized amount of capacity for workloads that shrink and grow over time – committed capacity can be adjusted as needs evolve.

Metered Usage

Buffer capacity is measured at the technology level and is billed by average or actual usage preventing overspending for underutilized capacity.

More Savings

Determine the level of commitment right for your organization and drive lower usage charges by selecting higher levels of committed capacity and longer usage periods.

Value Added Services

Include asset recovery, deployment and support services in one agreement.

Master Lease Program

For large-scale acquisitions (in excess of \$250,000 in financed equipment over the next 12 months) and/or the ability to upgrade PC-related equipment continually, with minimal additional paperwork, the Master Lease Program is the most efficient choice.



Streamlined transactions - Accelerate the acquisition of IT solutions with a financing process that is seamlessly integrated with Dell Technologies



Simplified acquisitions - Acquire the technology you need from any vendor without renegotiating basic financing terms and conditions



Electronic documentation - Contract within a modern financing infrastructure, where digital documents eliminate the need for hand copy signatures



Self-service – Leverage DFS Online Services to accept lease schedules and view leased asset reports online



Ease of use - Finance the entire transaction by designating 'DFS Lease' on the purchase order

End of Term

The circular economy is aimed at eliminating waste and the continual use of resources. End of term options are focused on making the return part of the cycle easy and efficient. DFS recognizes that an ineffective end-of-term process can diminish the potential benefits of leasing. DFS understands that the elimination of obsolete systems promotes the continued mission of your business and the role of the technology department. Accordingly, your dedicated DFS sales team will work with you to provide the tools to help you make the right decisions at lease termination.

Easy end-of-term process - 6 month notice and options that include renewal, return and purchase of equipment, dependent on contract type.

Auto renewal periods - Practical automatic renewal periods. It's your choice at the end of a lease whether to extend, return, or acquire the asset.

Straightforward returns - A straight forward approach to returns. Acceptance of returned items whatever their condition and stops the lease charges.

Environmental sustainability - Asset refurbishment processes go beyond minimum standards and are regularly reviewed to ensure that they remain as environmentally sustainable as possible.

End-of-Term Administration - DFS feels that one of the keys to an efficient end-of-lease process is a clear customer understanding of the roles and responsibilities of the end-of-lease process. DFS maintains resources specifically to assist you with management of leased equipment coming out of the leasing cycle.

Fewer Damage Charge Categories - DFS offers a simple and easy returns process with only a limited number of missing, wrong, and damaged categories. We do not bill MWD in excess of a system's Fair Market Value and all charges below assume at least 80% of the items are returned without other damages or missing items.

Tab 6 - References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

Dell Response:

The table below shows the number of SLED (State/Local Government and Education) customers that do business with Dell within North America.

	State & Local Govt.	K-12 Education	Higher Education
End User Devices	~12,000 customers	~10,000 customers	~3,500 customers
Infrastructure	~3,000 customers	~1,500 customers	~1,000 customers

Reference 1: High Performance Computing at University of Texas	
Entity Name	Texas Advanced Computing Center (TACC)
Contact Name and Title	Dan Stanzione – Executive Director
City and State	Austin, TX
Phone	512-471-2763
Email	Dan.Stanzione@tacc.utexas.edu
Years Serviced	21
Description of Services	Enterprise & High-Performance Computing

Annual Volume	Annual variance is \$5M to \$60M
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Reference 2: Current NCPA Contract User

Entity Name	Southern Westchester Board of Education Services (BOCES)
Contact Name and Title	Patrice Duane - Purchasing Director
City and State	Rye Brook, NY
Phone	914-922-3334
Email	pduane@lhrinc.org
Years Serviced	3 years
Description of Services	End User Devices, Data Center Solutions, Microsoft SW
Annual Volume	Roughly \$10M

Reference 3: Current NCPA Contract User

Entity Name	Seminole State College of Florida
Contact Name and Title	Dr. Dick Hamann, Vice President, Information Technology and Resources/Chief Information Officer
City and State	Sanford, Florida
Phone	407-708-2258
Email	hamannnd@seminolestate.edu
Years Serviced	25 years
Description of Services	End User Devices, Servers, and Storage
Annual Volume	\$1M

Reference 4: NCPA Contract User

Entity Name	Rochester City School District
Contact Name and Title	Timothy F Schmandt - Director of Procurement

City and State	Rochester, Ny
Phone	585-262-8538
Email	timothy.schmandt@rcsdk12.org
Years Serviced	30 Years
Description of Services	Client Hardware
Annual Volume	\$1M+

Reference 5: NCPA Contract User

Entity Name	Erie 1 Board of Education Services (BOCES)
Contact Name and Title	Tim Kehoe - Purchasing Manager
City and State	West Seneca, NY
Phone	716-821-7426
Email	tkehoe@e1b.org
Years Serviced	Over 7 Years
Description of Services	Client Hardware, Servers, Storage
Annual Volume	\$6.5M

Reference 6: NCPA Contract User

Entity Name	Monroe One Board of Education Services (BOCES)
Contact Name and Title	Dan Fullerton - Asst. RIC Director
City and State	Rochester, NY
Phone	585-383-2281
Email	daniel_fullerton@boces.monroe.edu
Years Serviced	4
Description of Services	Client Hardware, Server, Storage

Annual Volume	\$4.5M
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Reference 7: Dell Financial Services

Entity Name	Hazelwood School District
Contact Name and Title	David McCorkle - CIO
City and State	Florissant, MO
Phone	314-953-5020
Email	DaveMc@hazelwoodschoools.org
Years Serviced	13 years
Description of Services	DFS - Pharos Financial Services Master Lease Agreement, MBE/WBE Software/Hardware, Servers.
Annual Volume	>\$2M

Reference 8: Dell Technologies Services

Entity Name	MD Anderson Cancer Center
Contact Name and Title	Emil Patel - CTO
City and State	Houston, TX
Phone	713-792-7005
Email	epatel@mdanderson.org
Years Serviced	8 years
Description of Services	Infrastructure Enterprise, End User Client, Desktop, Infrastructure Residency Services, Client Resident Services, Data Center Deployment Services, Managed Deployment, Consulting Services, Application Services
Annual Volume	\$33M

Reference 9: Dell Technologies Services

Entity Name	Lufkin ISD
Contact Name and Title	Brad Stewart - CTO
City and State	Lufkin, TX
Phone	936-630-4303
Email	bstewart@lufkinisd.org
Years Serviced	8 years
Description of Services	Infrastructure Residency Services, Client Resident Services, Data Center Deployment Services, Managed Deployment, Factory Services, Consulting Service
Annual Volume	\$1.8 million

Reference 10: Dell Technology Services

Entity Name	Texas A&M University
Contact Name and Title	Jon Griffey - Director
City and State	College Station, TX
Phone	979-862-9200
Email	griffey@tamu.edu
Years Serviced	10 years
Description of Services	Infrastructure Enterprise, EUC Client, Desktop, Infrastructure Residency Services, Data Center Deployment Services, Managed Deployment, Factory Services, Consulting Services,
Annual Volume	\$15M

Reference 11: Dell Technology Services

Entity Name	The University of Texas Health Science Center at Houston
Contact Name and Title	Tony Murry - IT Infrastructure Director
City and State	Houston, TX

Phone	713-486-4823
Email	tony.f.murry@uth.tmc.edu
Years Serviced	1 year
Description of Services	Infrastructure Enterprise, EUC Client, Desktop, Residency Services, Deployment Services
Annual Volume	\$9M

Reference 12: Dell Technology Services

Entity Name	Phoenix Children's Hospital
Contact Name and Title	Tim Foss - Director of IT/IT Security
City and State	Phoenix, Arizona
Phone	602-993-8504
Email	tfoss@phoenixchildrens.com
Years Serviced	11 years
Description of Services	Enterprise, EUC Client and Desktop, Server, Storage, Data Protection, Cyber Security and Services
Annual Volume	\$5M

Reference 13: Dell Technologies Services

Entity Name	Baker Botts
Contact Name and Title	Olaf Roessner - IT Director
City and State	Dallas, TX
Phone	214-953-6432
Email	olaf.roessner@bakerbotts.com
Years Serviced	5 years
Description of Services	Data Center Deployment Services & Managed Services
Annual Volume	\$620K

Tab 7 - Pricing

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Dell Acknowledges.

A separate pricing file has been uploaded to Bonfire Portal.

Tab 8 - Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

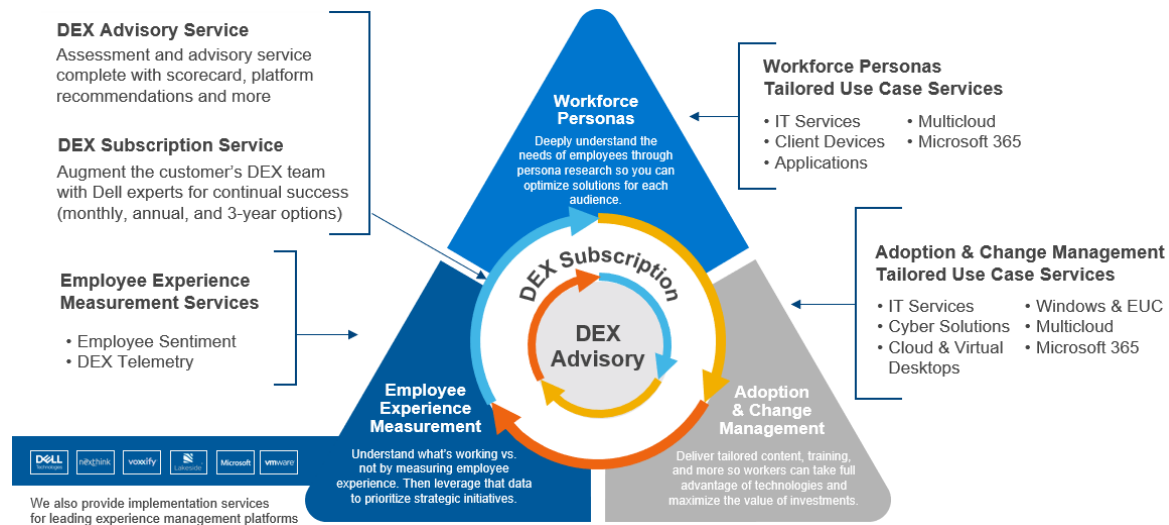
Dell Lifecycle Services

Consulting and Professional Services

Dell Technologies' Professional Services focuses our efforts on addressing transformation initiatives that are encompassed by four main areas – the most common areas we see our customers facing challenges with. Using our outcome-focused approach, Dell Technologies Services accelerate your ability to effectively deliver a wide range of strategy, deployment, migration, and design services for:

- Modern workforce
- Applications & data
- Multi-Cloud
- Cyber Security / Business Resiliency

Digital Employee Experience (DEX) Services



Modern Workforce: Empower your workforce with modern technologies that optimize experiences and simplify the consumption of IT services

- **Digital Employee Experience** - Employee Experience encompasses everything that is experienced (or lived and felt) by employees throughout the course of their day. This includes interactions with the people, processes and technology within your organization. Why should you care? Digital Employee Experience plays a major role in employee happiness. It impacts retention, engagement, productivity and more. In a Harvard Business Review survey, 82% of respondents said employee happiness is impacted by workplace technology, and 77% said good

employees will look to move on without the tools, technology and information needed to do their job well. Digital Employee Experience is one of the most important subsets of Employee Experience and is focused on enabling employees to do their best work with the right technologies and services tailored to their needs.

Dell's answer to these challenges is in helping our clients create successful digital employee experiences by putting your people first and making sure they have what they need to do their best work and be their best selves no matter when or where they work. We take a unique, pyramid approach, helping you with:

- **Workforce Persona Services**
 - Role-based personas to understand each user's IT needs
 - The right applications, data, and devices delivered to optimize experience
 - **Adoption & Change Management**
 - Tailored plans to address the human side of technology change
 - Accelerated technology adoption
 - **Employee Experience Measurement**
 - Measure employee experiences and IT sentiment
 - Understanding of what's working and how to adjust IT strategy to improve
 - **Maximizing your Microsoft 365 Investment** - Dell Technologies provides services for every step of the Microsoft 365 journey, including:
 - **ProConsult Advisory Services for Microsoft 365:** Educate organizations on Microsoft 365, incorporating whiteboard sessions, as-is / to-be discussions, align business outcomes and strategy, and provide a Microsoft 365 roadmap.
 - **Security and Compliance Services:** Designed to help you assess, plan and implement the Microsoft 365 features that will provide your organization with the security posture you need.
 - **Network Readiness Assessment for Microsoft 365:** Leveraging a variety of tools to assess enterprise voice experience and perform synthetic transactions across the Microsoft 365 cloud platform.
 - **Services for Microsoft 365:** Dell Technologies offers a holistic approach to helping customers design, deploy and migrate to Microsoft 365 inclusive of a variety of cloud productivity workloads such as Exchange Online, SharePoint Online, OneDrive for Business, Teams, Teams Rooms, Dynamics 365 and more.
 - **Management Services for Microsoft 365:** Provide ongoing administration and management for day 2 operations of Microsoft 365 environments for customers who are looking to out-source daily care and feeding of their Microsoft 365 environment.
 - **Accelerate Modern Teamwork** - To Accelerate Modern Teamwork, we provide your workforce with a consistent, modern and secure collaboration platform incorporating, personalized experiences built on right devices, apps and peripherals; cloud-based calling and meeting capabilities; services to maximize the value of technology investments and enable day 1 productivity; and intelligent meeting spaces.
 - **Services for Microsoft Teams**
 - Modern teamwork capabilities
 - Digitized legacy business processes
 - Cloud-based calling & meeting
 - **Services for Dell Meeting Space Solutions for Microsoft Teams Rooms**
 - Dell's leading displays and compute infrastructure for Microsoft Teams
 - Intelligent meeting space capabilities
 - **Modern Client Management and Provisioning** - To accelerate modern client provisioning we focus on optimizing the PC deployment, consumption and management experience, and streamlining procurement and deployment of the entire Dell client device portfolio:
 - **Persona-based Ordering**
-

- Workforce Persona Services
 - ServiceNow Premiere Integration
- **Managed in the Cloud**
 - Client Deployment Assessment
 - Services for Azure Active Directory
 - Connected Provisioning
- **Managed Services**
 - Managed Detection & Response
 - ProManage
 - Client Managed Services
 - Lifecycle Hub Managed Services
- **Dell Factory Services**
 - Provisioning
 - Packaging
 - Quick Start for Intune or Workspace ONE
- **Cloud Productivity & Identity** - Dell offers a robust portfolio of solutions to modernize your workplace productivity, collaboration and security tools to enable innovation and drive business forward. Many of our Cloud Productivity and Identity solutions are centered around the Microsoft ecosystem. We're one of the largest and most credentialed Microsoft partners in the world with over 30 gold and platinum certifications and offer end-to-end services including licensing, advisory, planning, implementation and managed services. We're also members of the Microsoft Intelligent Security Association and offer services that align with both the Microsoft Zero Trust security model, as well as the NIST Cybersecurity Framework.
- **Digital Services Management** - Another key area of workforce modernization is Digital Services Management, which includes self-service portals or IT services platforms. Dell's Digital Services Management solutions are designed to help organizations innovate, optimize and automate IT services for the modern workplace, including digital marketplace services, workflow & automation services and intelligent operations and managed services. We can help you deliver beyond customer expectations and design a digital marketplace experience to drive efficient IT operations at scale. These capabilities:
 - **Digital Marketplace Services** create the experiences that your employees are seeking. We enable you to deliver enterprise services through a consumer-driven digital experience tailored to role and requirements. These experiences and interactions drive employee adoption of automated self-service ordering and fulfillment.
 - **Workflow & Automation Services** accelerate implementation of end-to-end workflows that drive consistent repeatable, reliable, and auditable operations. The Dell Technologies difference here is we provide direct integration with our systems, databases, and supply chain to accelerate end-to-end fulfillment of service requests.
 - **Intelligent Operations & Management Services** help our customers achieve data-driven operations by unifying their enterprise technologies and infrastructure with the NOW platform. By unifying all your data sources, you can leverage telemetry and insights to proactively manage, predict, and self-heal to minimize downtime and disruption to the business.
- **VDI & Workspace Platforms** - Dell's Virtual Desktop Infrastructure (VDI) and Workspace Platforms truly enable work from anywhere with secure solutions and hosted VDI options that simplify IT management and provisioning. This has become especially important for our clients adopting a hybrid work model, but remote and hybrid work isn't the only scenario that benefits from VDIs. Virtual desktops are more efficient than ever to deploy, manage, and seamlessly integrate with existing workplace apps and services, providing a centrally managed, secure, cloud-hosted environment for modern teams to thrive.

Applications & Data Services

Gain a competitive edge using modern data and application patterns and technologies

- **Application Portfolio Optimization** - All IT organizations need to decrease cost and complexity to be successful. Eliminating technical debt and simplifying the IT environment will deliver business results quickly while increasing agility and speed to adapt to the rapidly changing world. Looking across the entire application portfolio we define which applications should be made cloud native, which can benefit from operational efficiencies, which should adopt more effective operation models, and which should be retired.
- **Attribute Discovery** - To make an accurate decision for an application's future state requires data about that application. Depending on the depth and breadth of target landing zone options being considered, over 100 attributes may be needed. So, for a portfolio of 1000 applications, this could mean over 100,000 attributes will be needed to complete the analysis. We do this by leveraging existing assets and tools and where needed, using advanced electronic discovery tools to give us a complete picture of your existing application landscape.
- **Investment Strategy** - Prior to considering where to land an application and how to get it there, each application needs to be assessed to determine if the application warrants investment and, if so, how much. This requires looking at the impact the application has on the business first, then considering technical, operational, architectural and design issues as a follow-up. Determining where an application should be deployed in the future is critical. Our Cloud Disposition service provides the answers you need to transform each application in your portfolio and determine whether you Retain, Retire, Modernize, or Migrate.
- **Landing Zone Strategy** – Dell Technologies Services will help you look at selecting the best landing zone for each application. It is important to note that the analysis shifts and along with business characteristics, more technical characteristics come into play.
- **Transformation Pathway** - Our eight 'R's approach to transformation pathways helps organizations determine the end-state and disposition of applications. Our model has evolved from 4 basic dispositions (Retain, Retire, Rewrite, Re-platform), to the more comprehensive 8-step process listed below. This expansion was based on the need to meet the challenges of an "aaS" market that has grown in size and complexity. More importantly, we focus on the work effort associated with each pathway and weigh that against the near and long term risks and benefits with each.
 - **Replace** - Eliminate the former application component altogether and replace it, taking new requirements and needs into account
 - **Rewrite** - Rebuild or rewrite the application as cloud native while preserving its scope and specifications
 - **Refactor** - Materially alter the application code to a new application architecture and fully exploit new and better capabilities of the application platform
 - **Replatform** - Restructure and optimize existing code without changing its external behavior to remove technical debt and to improve the component's features and structure
 - **Rehost** - Redeploy the application to a cloud infrastructure without recompiling, altering the application code, or modifying features and functions
 - **Retain** - Leave the application in its current state. These applications may be re-evaluated at a later stage for potential rewrite. These can be migrated as forklift or P2P
 - **Retire** - Retire the application as it may be at end-of-life stage or its functionality has been replaced by another application
 - **Retire & Archive** - Archive the application data to support long-term data access and compliance and retire the application
- **Application Migration Services** – Applications that are implemented on existing infrastructure may not be able to provide the scalability and resiliency needed to meet these needs. In some cases, virtualizing applications on newer, more modern platforms is the answer. In other cases, businesses may look to leverage private, public or hybrid cloud environments to achieve the flexibility, scalability, resiliency and economy they desire. And sometimes packaged applications and operation systems may need to be replatformed and

upgraded. For all of these cases, existing applications may need to be redeployed from their current operating environment to another environment. **Dell Technologies application migration services** provide a factory-based approach to application migration. With this approach, we address the end-to-end migration life cycle from discovering dependencies, to developing the migration plan, to executing the migrations, to validating the migrated applications

- **Cloud Native Apps** - Cloud-native describes the patterns of high performing organizations delivering software faster, consistently and reliably at scale. DevOps, Continuous Delivery and Microservices provide the how, why and the what of cloud native. DevOps is how we approach the cultural and technical changes required to fully implement a cloud-native strategy. Continuous delivery is why software is becoming cloud-native and microservices is the software architecture pattern used most successfully to expand development and delivery operation and avoid slow, risk, monolithic deployment strategies.
 - **Application Modernization for PCaaS / CaaS** - Quickly identify and transition applications to cloud platforms with minimal refactoring. Three (3) sprints are the standard starting point. Over the course of the engagement, we evaluate architecture and operational decisions as well as development and deployment practices. Our work culminates in a prioritized backlog of improvement opportunities; foremost recommending tactical changes and enhancements that will reduce technical debt of container platform scalability, improve test automation, and introduce continuous delivery.
 - **Enterprise DevOps Implementation** - DevOps services help align your application development and IT operational teams through the use of agile techniques – including sprints, continuous integration, and continuous deployment – as part of the SDLC process. Offerings range from **Advisory services** to **Implementation services** designed to prove viability, to develop patterns and repeatable processes, and full scale implementation. Transformation of application development and operational teams by improving the way that people, processes, and technology work together.
 - **Infrastructure as Code Design and Implementation** - The **Infrastructure as Code (IaC) Design & Implementation service** builds the requisite tool chain and delivery pipeline to manage infrastructure and changes to infrastructure using best practices from software development and release management disciplines. This service introduces new tools common to software development, like version control, and couples them with automation capabilities. This service then maps them to new practices and processes for creating, updating, monitoring, and managing infrastructure services.
 - **Solution Architect Advisory** - Support from product specialist and subject matter experts to overcome unique challenges. Working together to improve project outcomes and maximize on-the-job skills enablement. The **Solution Architect** will work on a prioritized backlog with designated project anchors from your organizations throughout the duration of the engagement.
- **Data Driven Enterprise** - We offer our customers a portfolio of services that are based on the years of experience from our team of consultants and engineers so that they are repeatable and have predictable outcomes. Dell Services use proprietary methodologies that are designed to help customers get the maximum value from their Dell Technology investments in the shortest amount of time with the least risk possible. And our portfolio allows us to work with you no matter what your needs might be, whether you are already moving through the transformation process, or just beginning, we have services that will meet you wherever you are in your digital journey. Our goal is to help you in your business's transformational journey.
 - **ProConsult** - Apply standard offering and methodology to planning of analytical platform and architecture modernization
 - **Technology Advisory** - Develop a technology architecture and roadmap to implement new or enhanced capabilities into a production environment

- **Healthcheck** - Assess existing architecture and provide recommendations to better align it with industry best practices and benchmarks
- **Data & Platform Migrations** - Migrate legacy data platforms to more modern, Hadoop-based platforms
- **Solutions & Storage Implementations** - Integrate Dell Ready Solutions for AI / Big Data or architectures using Dell EMC storage products (e.g., Isilon, ECS)

Multi-Cloud Services

Optimize cloud infrastructure services to cost-effectively drive business growth

- **Cloud Platforms** - There are many considerations when building a cloud service delivery model. Dell Services provides a variety of **consulting, design, advisory, and implementation services** for an organization's multi-cloud journey. We know it can be challenging to define and implement a coordinated cloud strategy. We've seen this firsthand, as we have consulted thousands of customers on their cloud adoption journeys. Through these engagements, we have identified and refined a proven **four-step approach** that helps organizations better understand the tasks that are necessary to meet objectives across various lines of business. In each of these areas, there are technology outcomes needed to deliver on business outcomes. While each of these are important for you to ultimately be successful, each of the downstream activities rely on the decisions made during the Strategize stage.

Whether your organization is undertaking a company-wide cloud transformation or scaling your cloud to accommodate special workloads, Dell Technologies offers a broad portfolio of services to empower your teams and help you realize your business outcomes. From strategy, implementation, adoption and scale, speed your path to productivity and extend your cloud environment to on-premises, accelerating innovation and delivering even more value to your business.

- **Cloud Strategy** – Align on strategy across business, development and IT; Architect desired future state, roadmap the processes; Identify KPI/program success metrics; Validate performance and readiness metrics
 - **Cloud Implementation** – Validate operational readiness for your entire organization or individual departments; Create on-demand, self-service catalogues; Integrate with core IT operational systems; Align resiliency plan with business needs for recovery
 - **Cloud Adoption** – Create a cloud/SRE operating model; Migrate workloads, apps and data to run on your infrastructure, on or off-premises; Enact policy and governance programs; Monitor performance and productivity
 - **Cloud Scale** - Integrate on-going roadmap for business and technology; Analyze and validate success metrics; Capture employee experiences
- **Operating Model for Multi-Cloud Platforms** - Modern operating models support service-oriented IT (XaaS Model) and optimize both experience and cost transforming IT into a strategic business partner that drives innovation. For an organization to truly transform from a traditional IT model to an "as a service" cloud model which will deliver transformative value to the businesses they support, the transformation must incorporate people and processes...the operating model. We utilize a four-step method to fully extract the benefits of your cloud platforms:
 - **Strategize** - Align leadership to support transformation; Identify the organizational structure, roles and skills needed to the support transformation; Empower employees with training and new skill building; Gain employee buy-in and build morale to support a smooth transition.
 - Transformation Strategy Workshop
 - Multi-Cloud Roadmap
 - IT Operating Model Design
 - Cloud Education Services

- **Implement** - Design the processes that enable IT to support business requirements; Deliver standardized services supported by repeatable processes and automation; Condition effective cross-functional communication and streamline operational process handoffs.
 - Value Stream Mapping
 - IT Process Design
- **Adopt** - Increase clarity and alignment between business goals and IT developments; Simplify service consumption and increase end user satisfaction with a robust catalog and self-service portal; Drive adoption of self-service offerings to reduce exception and costs; Optimize your service catalog tailored to role; Define financial chargeback model for services rendered.
 - Service Catalog Design
 - IT Financial Management
- **Scale** - Assess progress towards goals, objectives and transformation KPIs; Conduct employee IT pulse check to assess employee engagement and satisfaction with cloud services and experience; Reassess objectives and priorities to integrate into the roadmap
 - IT Experience Measurement
- **Data Center Modernization** – Dell Services helps the customer data center modernization efforts by mitigating risk and cost of a data center migration and modernization using our **patented, application-centric approach and automated tools**. One of the things that Dell Technologies Services has observed through working with clients on thousands of successful data center transformation programs is that there is a range of objectives for a data center transformation program. These objectives can range from highly strategic to more tactical concerns.
 - From a strategic business standpoint, data center transformation reduces costs and maintains service continuity, an important concern in the 7x24 cloud era.
 - From an application standpoint, data center transformation provides an opportunity to replatform applications on modern software-defined cloud infrastructure. From an infrastructure perspective, data center transformation increases scalability, agility and rapid innovation.
 - From a tactical facilities standpoint, data center transformation can lower power and cooling costs, which can be substantial, through modern data center infrastructure and thoughtful facilities placement.

Dell Technologies can help you work through and identify all these objectives with our proven approach to data center transformation.

- **ProConsult Advisory Core for Data Center** – provides perspective from experienced data center professionals for their IT executive team, in a 3-week engagement, resulting in custom recommendations and a roadmap for improvements.
- **Data Center Strategy** – service defines and optimal consolidation plan examining internal and external data center alternatives.
- **Application Blueprinting** - analyzes the inventory of applications in the current enterprise portfolio and discovers the interdependencies among applications and between applications and infrastructure.
- **Data Center Migration** - implementation of your transformed data center strategy. Our application-centric approach uses patented tools with verification methodology to mitigate risk and decrease overall cost.

We can also tie some or all these services together into a comprehensive data center transformation initiative.

Resiliency & Security: *Implement a strategy to reduce business interruptions and achieve a non-stop digital business*

- **Cyber Security** - The near-constant attacks we've seen represent a massive increase from years prior, but a few concerning trends have been steadily rising. More and more insiders to organizations are involved in these attacks and if an organization is impacted by a destructive attack, they're not confident in their abilities to recover after an attack. Typically, attackers begin by taking an initial look at how they might penetrate the organization and move quickly to either utilize an exploit or a phishing type attack to gain access to the networks. This is where **prevention and monitoring solutions** are critical to thwart attacks at this phase, as well **training and education programs** for employees so they are well versed in phishing techniques and how they can avoid being a victim.

If the attack progresses further and the bad actor gains access, their first interest is establishing a foothold in order to expand the impact of the attack. In the case of a ransomware attack, this is how they're attempting to get payment, by grinding normal business operations to a standstill. In this phase, it's critical that organizations have **advanced detection and response** abilities to identify anomalies and quickly determine how to respond to the threat. Depending on how this is handled and how quickly a response effort takes place, the organization may be able to reduce the impact of the attack before it spreads further.

The final step is where the attack is launched and the impact realized by the organization. If they haven't been successful in identifying and stopping the spread through these prior phases, it becomes more likely that there will need to be some kind of **recovery effort** to fix the impacted critical systems and get the business back up and running.

Dell Cyber Security Services include:

- **Managed Detection and Response** - monitoring critical parts of your business – endpoints, networks and clouds – by a team of experts certified to monitor, analyze and respond to suspicious activity around the clock.
- **Cyber Solutions** – purpose-built to isolate critical backups of data and business applications so that in the event of an attack, ensuring a path to recovery. The key to a Cyber Recovery Solution is to ensure it's related to recovery of **entire business processes** so if an attack has brought down, your organization has their most critical applications ready to be recovered and return to business as usual
- **Incident Response and Recovery Retainer** - reactive support that we can implement at a moment's notice to help you recover after a cyber incident. It also should be considered proactive in that you can set an organization's strategy today on who you will rely on for an incident response initiative, so if and when that happens, Dell Services will be the one to respond for support and help.
- **Cyber Recovery & Resiliency** – Dell Services help our customers focus on reducing the attack surface and shifting to a proactive mindset
 - **Advisory and Design** – We create a strategy for vault isolation, security, operation and reporting and design/ advise other infrastructure needed in the vault (firewall, network etc.)
 - **Deploy and Implement** – Deploy PowerProtect DD in the CR Vault, Cyber Recovery software and configure policy, deploy in the Cyber Recovery vault and integrate with vault data domain
 - **Runbook and Validation** – Dell Services Consulting documents processes to recover data
 - **Operate and Manage** – Dell offers a range of supplementary services on top such as Managed Services, Residency and Education
 - **Managed Services** - Manage day-to-day vault operations; Drive consistent procedures and testing; Monitored 24x7x365 by global operations team; Support recovery operations

- **Residency** - Extend skills and capabilities with certified technical experts; Increase resiliency, minimize security risks, support data recovery & restore options and optimize Cyber Vault components to ensure a smooth run state; Monitored and daily operations of Dell's Cyber Recovery Solution 8x5.
- **Education** - Cybersecurity Training & Certifications can include Introduction to IT Frameworks and NIST; CompTIA Security+ and Certification Readiness; Implement the NIST Cybersecurity Framework; User authentication, access controls and security standards
- **STIG Hardening Services** - STIG Security Hardening is the process of treating security weaknesses, compliance gaps, vulnerabilities and misconfiguration before a system goes into production. Security Technical Implementation Guides (STIG) Security Hardening uses prescribed federal government security guidelines aligned to NIST 800-53 standards, to deliver tighter, in-depth security control and maximized protection of IT assets.
- **Zero Trust** - Leveraging the Microsoft Zero Trust model enables you to secure your digital workplace in a way that doesn't interfere with productivity, and Dell has developed an accelerated path focused on the Microsoft ecosystem that helps you:
 - **Assess & Strategize** – Cybersecurity Advisory with Zero Trust Roadmap; Security Assessment for Active Directory and Azure AD
 - **Build a Secure Foundation** – Implementation Services for Active Directory and Azure AD; Securing Microsoft Identities with Entra
 - **Secure Identities, Data, and Apps** – Getting Started with Defender for Identity; Getting Started with Defender for Endpoint; Securing the Microsoft 365 Workloads with Defender for Office 365; Implementation and Advanced Configuration of Defender for Identity w/ Microsoft Sentinel & ServiceNow; Unified Data Governance with Microsoft Purview
 - **Adoption & On-Going Management** - Incident Recovery Retainer Service / Managed Detection & Response; Adoption and Change Management

Deployment Services

Deployment Services for Client Solutions

- **Configuration & Deployment** - Dell Configuration and Deployment Services accelerate onsite or remote deployments by executing the configuration tasks required to prepare a system for installation and integration. This eliminates time spent imaging and configuring new systems desk-side or at a staging location. It ensures new systems arrive ready to use out of the box. Just install and connect to the network. Services include:
 - **Imaging Services**
 - Imaging
 - Connected Provisioning
 - **Systems Configuration**
 - Connected Configuration
 - Application Install
 - BIOS Settings
 - Hard drive partitioning
 - 3rd Party Hardware Install
 - **Asset Identification**
 - Asset Tagging
 - Asset Reporting
 - **Client Deployment** - Users want minimal disruption when they get a new device, and IT departments need to maintain the system's fitness, security, reliability, and efficiency over the life of that system. Relying on Dell Technologies to assist in this space may be a

prudent option for organizations looking to focus on their business and not on mundane IT tasks.

ProDeploy Client Suite Feature comparison		Basic Deployment	ProDeploy	ProDeploy Plus
Pre-deploy	SDM - Single point of contact for project management	●	●	●
	Self service portal for configuration control & updates	●	●	●
	Deployment engineer develops implementation plan		●	●
	TSM engagement via ProSupport Plus			●
Deploy	Connected Configuration			●
	Provisioning for VMware® WorkspaceOne™	Add-on	●	●
	Load an image: WIM, Ghost or ISO or ImageAssist	Add-on	●	●
	Configure BIOS settings	●	●	●
	Asset tag applied to each system	●	●	●
	Standard asset reports	●	●	●
	Onsite installation of client system available 24x7		●	●
	Project documentation with knowledge transfer		●	●
	User settings & data migrated to new system			●
	Securely wipe data from retiring client systems			●
Post-deploy	30 day post-deployment support			●
	Training credits for Dell EMC Education Services			●

- Client Deployment Services include:
 - **Client Deployment Assessment** – The CDA is targeted towards customers who are interested in understanding and streamlining their deployment processes and inherent costs. The findings will help improve efficiency of deployment, reducing time and cost, reduce complexity and maximize impact throughout the process. Dell will collect information on a customer's deployment process through a combination of customer interviews and IDC data. The result is the delivery of an actionable implementation plan with real achievable cost savings. This a no-fee service for qualified customers.
 - **Remote Installation Services**
 - **On-site Installation Services (24 x 7)**
 - **Data Migration Services** - Up to 100 GB data migrated with the Dell Migration tool from a legacy to new PC
- **Connected Provisioning** – Dell Services configure more than 11 million systems a year, so we have the experience regarding the processes and now, by leveraging the cloud, we are speeding up the way devices are configured. Connected Provisioning helps get a customized device to the end user faster with fewer touches. We leveraged our long-standing configuration and provisioning expertise, to help modernize the execution, which means seamlessly and securely preconfiguring in days instead of weeks or even months.
 - **Simplify the Process** – Through TechDirect IT manages the registration, enrollment and provisioning of their Dell ordered devices from their own cloud UEM environment.
 - **Less IT Touch** – Time, work and bandwidth moved from customer environment to supply chain. Cloud based deployment so no access to customer's on-premises environment is required.
 - **More IT Control** – Scalable. Profile based configuration management per order gives the customer flexibility and control to assign & configure devices to a specific group of users.
 - **Quicker End User Productivity** - Tasks like enrollment, loading applications, modifying BIOS settings, installing updates, domain joining, and security settings can all be pre-formed prior to first end user login.
- **Asset Recovery** - Asset Recovery Services help you retire IT equipment in a secure and sustainable manner and unlock value that can be put towards future innovation. We leverage our long-standing security expertise, environmental compliance and commitment to sustainability to help you seamlessly transition from old to new technology while protecting what's important.

- **Logistics** – We will help resale, recycle or return to lease **any** brand of client hardware (and servers); we collect equipment from the designated location(s) and ship it to our facilities; customers can schedule pickups, monitor the progress of every asset, and view all activities related to your service through our centralized online portal
- **Data Security** – As part of the resale and recycling service, Dell sanitizes devices offsite at our facility and in alignment with NIST SP 800-88 r1 standard data sanitization requirements; devices will be verified to confirm the sanitization was successful; if sanitization is not successful, we physically destroy the drives to prevent data recovery in alignment with NIST SP 800-88 r1 standard
- **Environmental Compliance** – Systems (including batteries and components) are recycled in adherence with local regulatory guidelines; the e-waste process is documented through the entire chain of custody until final disposal; Dell does not permit e-waste to be exported to developing countries either directly or through intermediaries; we vet, audit, and hold our partners accountable to the highest standards of environmental compliance and data security
- **Resell and Recycle** – Upon receipt, we assess the equipment and provide you with the residual value of your assets via Electronic Funds Transfer; customers can also request an appraisal of your existing assets at any time to make informed decisions about when to retire; before reselling, we sanitize the devices in alignment with the NIST SP 800-88 r1 standard which can be done offsite or onsite for extra security; if there's no residual value, we recycle the devices in compliance with regulatory guidelines
- **Lease Return** – When you reach the end of your lease, we help transport equipment back to the company from which it was leased
- **Reporting** - Customize and download dynamic reports anytime through the online portal – order views, service credit usage, value payments and pick-up status; confirmation of Disposal to verify sanitization was successful (or the drive was destroyed) and that all recycling met or exceeded local regulatory guidelines; final report that documents asset type, serial and asset tags, resale value of each piece of hardware resold any materials recycled
- **Client Residency Services** - A client residency engagement could include a wide range of technological proficiencies including:
 - Windows 10 migration
 - Application packaging
 - Unified Endpoint Management (UEM)
 - VMware Workspace ONE
 - Microsoft Windows Autopilot/Intune
 - Microsoft Endpoint Manager and MDT
 - BitLocker/MBAM
 - Dell TechDirect
 - Dell ImageAssist
 - Dell Connected Configuration
 - Dell Client Command Suite
 - Dell Migration Tool
 - Dell Support Assist
 - Dell Data Encryption
- **Endpoint Security Services** – Typically, we hear about three areas that are problematic for our customers:
 - External Threats
 - User Behavior
 - Limited Security Resources

Dell Endpoint Security software plus Endpoint Security Services help customers manage the growing cyber risk while embracing workforce transformation

- **Endpoint Security Software** – VMware Carbon Black Cloud; Encryption Enterprise; Absolute; Netskope
- **Endpoint Security Monitoring Services** – Ongoing monitoring of customer endpoints performed by experienced Dell threat analysts; Customer alerts sent via management console when malicious activity is detected; Detailed threat response recommendations delivered the next business day; Business hours monitoring with next business day response; Kickoff meeting with dedicated project manager to set expectations, requirements
- **Endpoint Security Implementation Services** – Review of environment; Software installation or SaaS activation; Configuration and custom policy settings; Pilot implementation and measure against a test plan; Knowledge transfer
- **Endpoint Security Advisory Services** - Project assistance from a Dell technical security expert , with 4 or 8 hour remote options, or multiple day onsite options

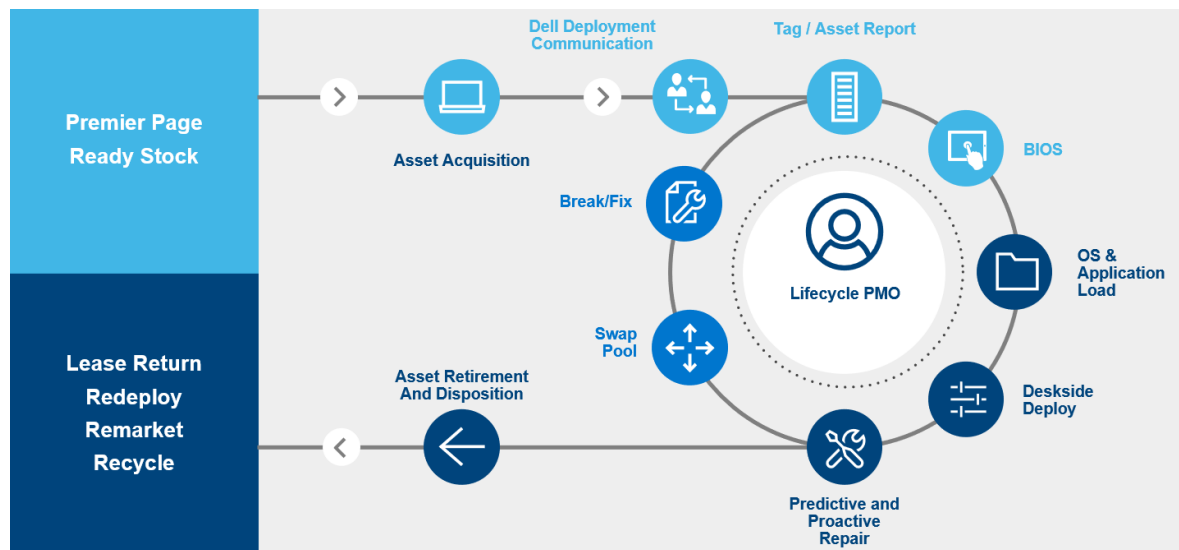
Deployment Services for Infrastructure Solutions

- **Enterprise Services / Rack Integration** - When you choose Dell Technologies Services to help with your implementation, you will get the right people, the right tools and the right processes to accelerate your transformation. Starting with an assigned project manager to be your single point of contact for the entire process and a global staff of certified technicians. Racks, components, shipment prep and packaging are customized to your specifications and reports are tailored to your needs. We deliver white glove logistics and easy part replacements if something fails. You will receive your hardware ready to use before invoices, warranties and support contracts begin.
 - **Rack Integration Services** - Dell can engineer, integrate, configure, deploy and install custom rack technology into any data center environment.
 - **Configuration Services** - Receive your new technology custom configured to meet your needs
 - **ProDeploy Installation Services** – everything from basic hardware installations through planning, configuration and complex integrations.
 - **Infrastructure Deployment and Implementation Services** - Maximizing technology on day one takes the right training, insights and expertise. ProDeploy Enterprise Suite is here to help, with the right fit to accelerate deployment up to 4 times faster from planning through implementation and beyond. ProDeploy Infrastructure Suite is made up of 4 offers: ***ProDeploy Configuration Services, ProDeploy Rack Integration Services, Basic Deployment, ProDeploy, and ProDeploy Plus.***
 - **ProDeploy Configuration Services** – provide custom system settings, labeling and other common needs. ProDeploy Rack Integration Services provide full configuration and racking of the technology including custom cabling and logistics.
 - **Basic Deployment** – consists of the hardware installation during normal standard business hours.
 - **ProDeploy** – consists of your hardware installation and configuration of the software using offshore resources.
 - **ProDeploy Plus** –you in-region or onsite resources to complete the engagement for the customer. It also includes additional features such as Post Deployment Configuration Assistance and Training Credits.
 - **Infrastructure Residency Services** - With Residency Services, certified technical experts help you achieve businesses objectives and fulfill outcomes. Directed by you, residents act like an extension of your IT staff to enhance internal capabilities and resources, helping you realize faster adoption and maximized ROI of new technology. We assign the best resource to meet your needs, delivered onsite or remote, for however long you require.
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- **Data Services** - Services that complement our Deployment Services for the Enterprise Suite, these offers provide dedicated expertise focused on data and security needs for infrastructure solutions
 - **Data Migration** - Data is one of your organizations most important resources and you need that data to fuel business growth. But distributed data can keep valuable insights out of reach. Our experts help efficiently move data from where it is, to where it will drive innovation. We migrate data every day, all over the world, in any situation you can imagine. Whether you are upgrading technology, changing platforms or leveraging cloud, our experts use proven tools to streamline migrations and provide you a faster time to value. Our Data Migration Services provide greater control, security and value through standardized processes in planning, execution and knowledge transfer. We lower risk through expert-delivered, dependable best practices developed over 30 years of data migration success. Our goal is to improve data availability and migrate your data efficiently with greater data integrity.
 - **Data Sanitization / Data Destruction** - Our portfolio of enterprise services apply to infrastructure products in a data center, including all of our Dell EMC infrastructure solutions and similar 3rd party non-Dell branded products. We offer 3 distinct services that vary depending on your business' need.
 - **Data Sanitization** is a software-based method of securely overwriting the data residing on a system to render it unrecoverable. We offer 2 versions of this service.
 - If you want to refresh and redeploy assets in your environment, having data wiped but retaining the asset, we have **Onsite Data Sanitization Services**. With these we come to your facility, sanitize the data, and your systems never leave your location.
 - **Data Sanitization Offsite with Asset Resale and Recycle** is best if you are looking to eliminate assets from your environment and are interested in resale or recycling. We come and pick up the assets, remove them from your facility, and perform the sanitization at a secure site. After sanitization is complete, we evaluate the system for resale value. If it can be resold or reused, then you will get some money back. If no resale value is found, or the products are too old, we will proceed to responsibly recycle the asset. This service is only available on specific Dell EMC server and storage products and related 3rd party systems. And, both sanitization offers are only able to be performed on systems that are in working order.
 - **Data Destruction**, which is performed on all infrastructure products, both Dell and non-Dell branded systems, and on systems that are no longer operational. This service is a process of physical shredding the asset to make the data residing on it completely inaccessible. For this service, we come to your business site, pick up the asset and put the data bearing component through the shredder. Once shredded, everything is automatically recycled.
 - **STIG Hardening** - This service will help customers implement STIG configurations. Published by DISA, STIG is a defined set of NIST 800-53 industry standard security controls that help minimize the security attack surface on IT assets to protect against cybersecurity attacks.

Managed Services

Dell Technologies can provide a complete range of end user, infrastructure, storage, and security managed services, for any customer.



- **Client Lifecycle Managed Services:** Dell can provide a complete managed framework for your entire client environment, including but not limited to the following. These programs can be acquired as part of an institution's capital purchase / refresh, as an operating lease, or as an "-as-a-Service" model.
 - Asset acquisition and warehousing
 - Device provisioning and updating
 - Campus, local, or remote deployment and installation
 - Software and application management
 - Asset tracking and management
 - Predictive / proactive repairs
 - Moves / Adds / Changes / Re-Deployments
 - Walk up or Dispatch for Break / Fix
 - Service Desk
 - Asset Disposition
- **Infrastructure and Storage Managed Services:** Dell Technologies can provide the widest range of *Infrastructure and Storage Managed Services* available. These are pre-defined and custom-designed solutions, intended to meet the requirements of small, medium, large institutions, with centralized or remote management infrastructures. Depending on the unique customer needs, these managed services may include:
 - Account management
 - Predefined service levels
 - Incident/change/capacity management & remediation
 - Performance monitoring
 - Patching & updates with scheduled maintenance windows
 - Audit and compliance reporting
 - Secure remote connectivity

- Monthly billing

The range of infrastructure services includes but is not limited to the following list below. Additional artifacts are available; please check with your Dell Technologies Services account team for more details and specifics:

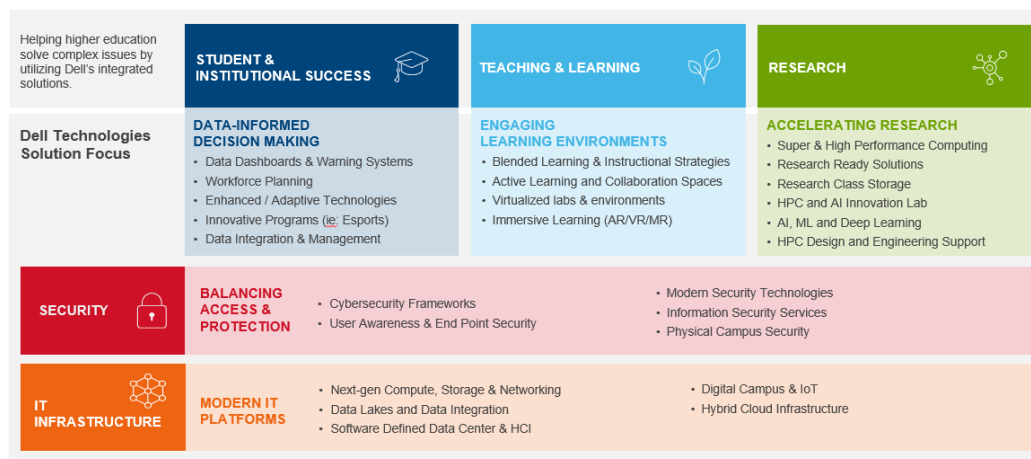
- **Infrastructure:**
 - Compute
 - Storage
 - Backup
 - Infrastructure
 - Cyber Recovery
 - Includes options for hosting
- **Workloads:**
 - Private Cloud
 - Containers
 - Cloud Native
 - VDI
 - HPC
 - AI / ML Ops
- **Multi-Cloud**
 - Hybrid Cloud
 - Microsoft Azure
 - Amazon Web Services
 - Google Cloud Platform
 - VMware Cloud
 - Other public clouds
- **Managed Co-Lo Services**
 - **Deployment**
 - Deploy in colocation facility and connection to Dell's service management used to create and delete resources on the supported cloud platforms
 - Configure remote management and interconnections
 - **Event Monitoring and Security**
 - 24/7 Monitoring alerts, thresholds & trends on space, power and networking in the colocation site
 - **Incident Management**
 - Manage incidents in the colocation site and problems to resolution
 - **Operational Management**
 - Maintain service management infrastructure for secure remote access
 - Configure network interconnections and manage networking capacity
 - **Execute service expansions in colocation space**
 - **Continuous Improvement**
 - Ongoing review of procedures, configurations, skills

Innovation in Education with Dell Technologies

Today, education is at a pivotal moment. Schools, colleges, and universities are in the middle of a significant shift in educational models, delivering both unique learning models and student campus experiences through digital transformation. Students are increasingly taking advantage of technology on demand to meet their own learning needs and chart their own path to workforce readiness. This change around why, how, and when students are learning is a driving force behind the growing need for advanced technology in higher education on campuses.

Digital transformation in higher education

Driving innovation and student success through Digital Transformation



Based on Dell research, we believe that 85% of the jobs that will be available in 2030 have not even been invented yet. In 2030, we'll value skills like contextualized intelligence, in-the-moment learning, automation literacy, entrepreneurial mindset, and personal brand cultivation. More than anything, the ability to gain new knowledge – to learn – will be valued more than even the knowledge that people already have. So, we see our North Star - how can institutions begin to address students' expectations in order to best prepare them for that future/changing world? At Dell Technologies, we love finding new ways to help our educational partners innovate, to bring new and exciting topics and methods of learning to the modern student.

A handful of the creative programs we are currently engaged in are:

Soar with MENTOR

Soar with MENTOR is a program developed by Dell and Intel for students to inspire, educate, and equip a cohort of select female students with the necessary knowledge, skills and dispositions to be successful in life, and possibly at Dell Technologies in the future. We recognize the importance of diversity and inclusion in all organizations and believe that providing development and mentorship opportunities to female post-secondary students will help assist in the future success of these students.

We have already begun to work with the University of Colorado campus champions to bring this program to CU students as the first of it's kind in the United States (previous [programs have all been in Canada](#)).





Soar with MENTOR!

SOAR with MENTOR
 Mentorship
 Experience
 Networking
 Trust
 Opportunities
 Reach

Program Objectives

- Support diversity and inclusion initiatives within higher education institutions and organizations in STEM and business related fields
- Through mentorship, create a female-centric ecosystem to increase interest and confidence in STEM and business related fields.
- Develop career readiness skills to thrive in a fast-paced and changing world

Program Outline
 4 virtual sessions over a three month time period with your cohort of female students
 Sessions will include:

- Career readiness keynotes
- What's happening in Tech today
- "Mentor speed meeting"



Improve Career Readiness

- Engage female-identifying students in learner-driven experiences to support career development

Develop Mentorship

- Foster the pursuit of academic and career aspirations of women through mentorship

Build Capacity

- Learn about innovations in the Technology industry



Students learn digital branding and professional online presence

"The sessions have taught me not to sell myself short; if you're discouraged by something, don't give up – keep trying!" ~ Mentee Cohort 3

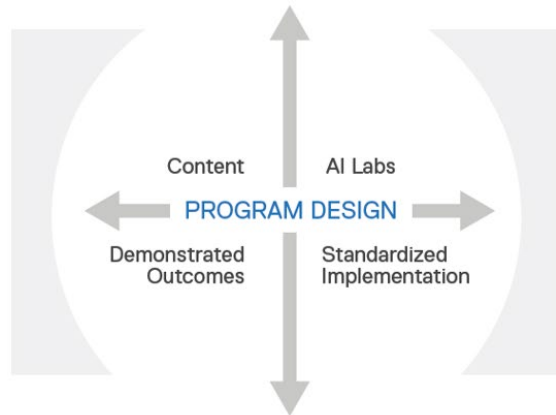
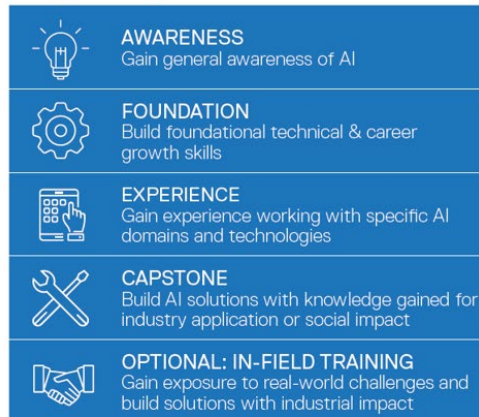


Launching US programs this year. **Customizable for your university's needs and objectives.**
 See <https://bit.ly/DellSwM> for current program examples and information!

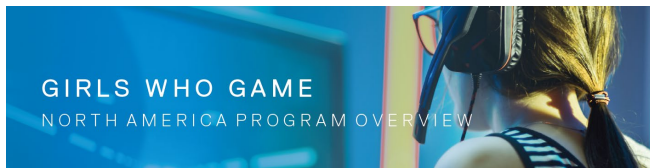
AI For Workforce

Dell Technologies and Intel have implemented a comprehensive AI readiness program in partnership with post-secondary education systems and governments worldwide. In the US this program goes a bit further to focus on building the future AI-ready workforce through post-secondary opportunities with the objective of 'empowering learners and workers with AI skills in an inclusive way'.

Skilling Journey



Girls Who Game



Offered through a partnership between Dell, Microsoft and Intel, the “Girls Who Game” program encourages girls to get into the world of gaming, exposing them to new ways of applying STEM learning. This is an engaging technology-based program designed to captivate female students in grades 4-8 in learner-driven experiences to build their technology, leadership and communication skills. We have also brought educational opportunities via a pilot internship program for young women in secondary education via the Girls Who Game Equity program, teaching them how to host professional panels that are streamed live on public streaming services.

We at Dell Technologies believe that our partnership runs deeper than just making sales. Some of the ways we can help elevate those sales made on campus are:

Classrooms of the Future

With more students requiring a mix of in-person and online learning through HyFlex models, Dell Technologies has partnered with numerous K-12 and Higher Education institutions to improve collaboration between faculty and students regardless of how they attended class. Many schools and universities need to deploy a connected classroom solution while staying within budget requirements. One example of a connected classroom setup Dell has recently helped build at a regional university in the West, uses a Dell 75-inch 4K interactive touch monitor, Dell OptiPlex Micro desktops and Windows Whiteboard software instead of traditional smartboards, Dell PCs and projectors. In these classrooms, any number of remote or in-person students can see and interact with a virtual whiteboard. This includes adding notes, sharing files

and running applications. The CIO of this university shared with us that “faculty utilizing this innovation, can simply pull up a file that has a template whiteboard image and instantly pick up where they left off in their last class as well as spontaneously present rich media content and annotations”.

Educational Road Shows / Guest Lecture Series / Educational Strategists

Dell Technologies prides ourselves on the expertise and knowledge of our team members. Not only do we have expert client specialists and technologists to help explain and elaborate on the newest in our hardware offerings, but we also have a dedicated team of educational strategists. Our education strategists are former educators and staff from academia who are well versed in [Technology Solutions for Higher Education](#), and will act as advisors, guides, and champions for the University of Colorado.

In addition to understanding the higher education landscape, partnering with the University of Colorado on webinars and speaking engagements, and being champions for academic institutions, Dell Technologies Education Strategists can also help in a variety of other functions:

Strategy

- Have conversations about strategic initiatives at higher education institutions
- Participate in discovery meetings with higher education leaders
- Assist CU in their IT alignment of goals and plans to Institutional Strategic goals and plans
- Serve as higher education consultant and advisor
- Serve on advisory boards
- Facilitate Visioning Days and Dell Tech Days
- Participate as **thought leaders** in the industry via keynotes, speaking at industry events, PR, blogs, social media, and whitepapers (such as the upcoming whitepaper in partnership with the Chronicle of Higher Education featuring the CU Boulder Libraries program and research study around helping students obtain adequate hardware – to be published very soon!)

Relationships

- Foster **new relationships** with university executives and build the bridge to the Dell team
- Develop agendas and participate in **Executive Briefings at Dell Centers**
- Make **connections** across and within institutions
- Help **foster and develop collaborative partnerships**
- Focus on building **relationships** outside of IT
- Help our customers network with each other and **share best practices**

Innovation

- Advance cultures of innovation and **transformation**
- Support learning transformations with **students at the center**
- **Research** technology solutions and provide information to customers

Our founder, Michael Dell, expresses it succinctly in his quote “Our business is about technology, yes. But it’s also about operations and customer relationships.” Dell Technologies has shown that we not only care

about education and its impact on the world but are actively engaged in dedicating resources to be the best possible partner for academic organizations.

Elevating CU Gaming Initiatives

We have built a strong relationship with the various CU Gaming groups, working to help elevate their mission of establishing the University of Colorado as a leader in the academic, career pathway, and research arenas of gaming and esports. A local and national expert in this field, [Dell Education Strategist Danielle Rourke](#) frequently engages with faculty, staff, and students at CU campuses and works to bring advisory and volunteer opportunities to them to help elevate their goals and involvement in the state and beyond. She hosts a monthly gaming council collaborative of esports leaders from around the state of Colorado to help advise the CDHE on ways Colorado can become the future hub of educational esports. This group created a report for the CDHE called “Report and Recommendations on Gaming and Esports in Colorado” (*please ask for report if desired*) and has helped advocate for a statewide esports league in higher education.

Dell Technologies was also a gold-level sponsor of COLTT 2021 and Danielle facilitated the session titled “[Esports in Colorado Higher Education - More than just a game](#)” with CU Gaming Director of Esports as a speaker.

We have also brought opportunities for the student leaders from CU Gaming to be an integral part of conferences such as the 2022 Phi Theta Kappa Catalyst conference’s inaugural multi-day esports events. [Our appreciation for their involvement](#) was only matched by the potential opportunities and networking connections they gained from the event.

Dell Technologies also already has a solid relationship and presence at the University’s various on-site retail facilities:

[Dell Member Purchase Program](#)

Dell Technologies and the University of Colorado have an extensive partnership for faculty, staff, and students to purchase and earn rewards through our Member Purchase Program:

[What is the Member Purchase Program?](#)

MPP is a membership program within the Dell Consumer branch. Members include employees, family, friends and students of your organization or school. We offer a wide array of benefits to our members, including but not limited to:

- Exclusive monthly offers
- Best price guarantee on consumer PCs from Dell
- Dedicated Dell contact for help with purchases, custom programs and more
- Free enrollment in Dell Rewards Program

[Best Price on Dell.com](#)

Dell MPP provides your employees and/or students with several advantageous benefits with a goal of putting the right consumer technology in their hands. Take advantage of the customized programs and dedicated resources to elevate the savings and purchase experience. To take advantage of these deals, please visit [Dell.com/CU](#). Your Dell MPP contact is Alissa Stevens, who can be contacted at Alissa_Stevens@Dell.com or 512-723-6273.

Dell Rewards Program

Dell Rewards is an added benefit for your employees when they enroll in MPP's free reward program. Your employees will receive 3 percent back every time they purchase with their Rewards membership to use on thousands of top-brand electronics, plus free expedited shipping. Learn more at: Dell.com/rewards.

Included in our [Progress Made Real](#) goals for social impact, Dell Technologies believes that sustainability is a critical factor in the future of not only our business, but all life on our planet. We recognize it is also important to our educational customers and have created many initiatives to be a partner in sustainability. One such program is our annual [Erase E-Waste Sweepstakes](#):

A woman and a man, both wearing yellow t-shirts, are smiling and standing against a blue background with decorative blue lines and dots. The woman is holding a green recycling bin filled with various electronic devices like smartphones and tablets. The man is holding a small potted tree. To the right of the image is a text box with the following content:

HOW TO ENTER

Dell Technologies is inviting U.S. K-12 schools, universities, colleges, and state and local governments to erase e-waste by hosting an e-waste recycling drive.

REGISTER

Register to participate and Dell Technologies will send you a digital kit to make it easy to conduct an e-waste recycling drive.

COLLECT

Safely conduct a drive to collect and recycle used consumer electronics. Learn more about e-waste and where to recycle with [Dell Reconnect](#) and [Asset Resale and Recycling Services](#).

SHARE

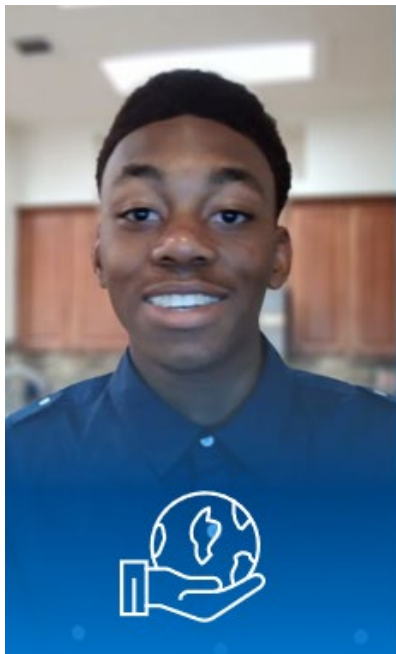
Post a photo or video of your recycling drive on Twitter, Facebook or Instagram using #EraseEwasteSweepstakes and tag @DellTech for official entry.

[Register Now](#) 

We also have recycling programs via our services organization.

Dell Technologies also believes strongly that today's students are tomorrow's valued team members. We have a number of programs to help prepare students for their future careers in technology:

Student Tech Crew



Student TechCrew

Offered only by Dell Technologies, the Student TechCrew program offers **hands-on experience and industry certifications**, plus opportunities for students to compete globally for prizes and patents

Read more at StudentTechCrew.com.

DELLTechnologies

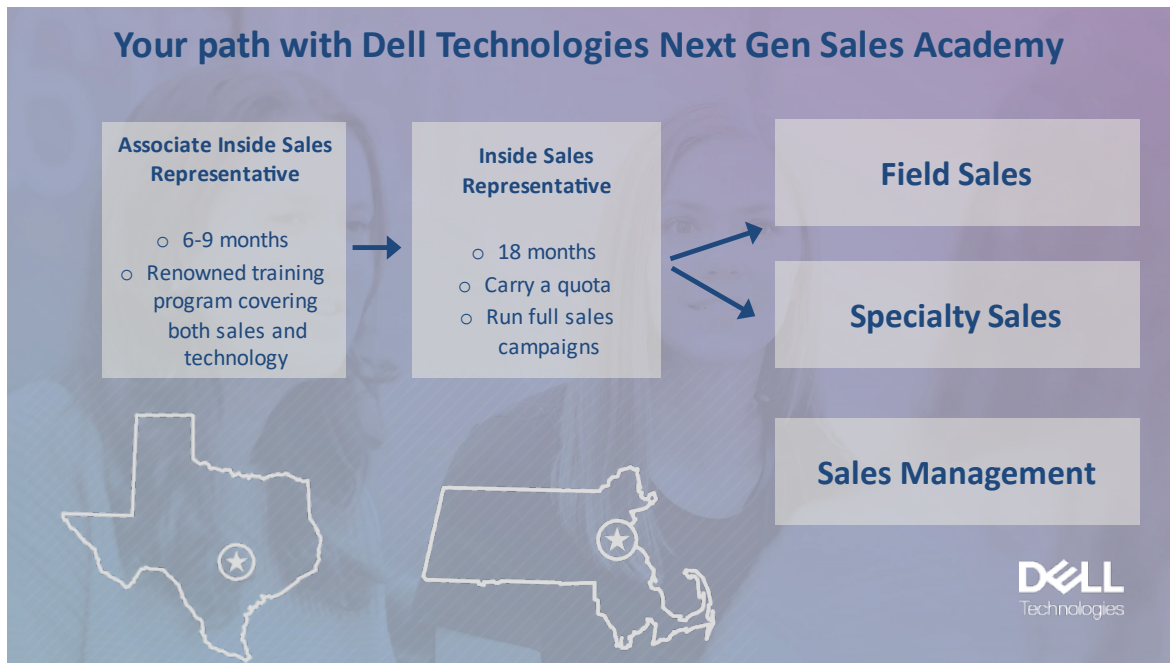
Dell Student TechCrew is a student-led IT helpdesk on high school campuses which promotes future career skills and learning via hands-on experience as students help their peers and school staff members with technology issues. It began as a pilot for the 2019-20 school year in the U.S. and Canada. Students who participate in the program become certified Dell technicians via the Dell TechDirect Program, which gives participating campuses access to an increased number of technicians by training, leveraging the expertise of students to serve students.

As part of the Dell Student TechCrew curriculum, students receive industry-standard training to service Dell desktops and notebooks. They also complete the required training to become Dell TechDirect-certified technicians. The program teaches student participants to fix computers while also building their professional career skills. The curriculum is divided evenly between technical training and the “soft skills” required for 21st-century careers.

We also offer technology certification programs that universities can utilize to train students for future careers. Please see this [customer story](#) between students of Fayetteville State University and the City of Fayetteville.

NextGen Sales Academy

NextGen Sales Academy was created to build the next generation of Dell Technologies sales leaders and field sellers. Through an industry-leading training and enablement program, we are focused on developing ambitious early in career talent along an accelerated career path. Our sellers focus on data center technology. The program is a 2-3 year commitment, with a requirement to relocate to either Round Rock, TX or Hopkinton, MA for the duration of the program.



Dell Technologies Internships

At Dell Technologies, we are always looking for the next generation of innovative thinkers to drive our business forward. Whether students are looking for internships, co-ops or development programs, we'll help them build the skills they need, while working on [meaningful projects](#) starting on day one.

Students start by exploring our <https://jobs.dell.com/internships> website for opportunities that sound intriguing to them, such as:

ENGINEERING	Client Solutions Group Engineering Intern Program	+
FINANCE	Dell Financial Services Internship Program	+
HUMAN RESOURCES	Human Resources Rotation Program – Internship (HRRP)	+
IT	IT Intern Program	+
MARKETING	Marketing Intern Program (MIP)	+

We also have a number of volunteer opportunities for our programs (like Girls Who Game and Soar with MENTOR) that we have worked with our university hiring team to recognize as important differentiators on student resumes.

Tab 9 - Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

[Please see requested documents beginning on the following page.](#)

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Not applicable. Not a construction contract*

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

[*Not Applicable](#)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

[*Not Applicable](#)

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

[*Not Applicable](#)

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

[**If the contract exceeds \\$100,000, Dell certifies compliance of the referenced clean air act.**](#)

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency [Dell Agrees](#)

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

****If the contract exceeds \$100,000, Dell certifies compliance of the referenced lobbying and disclosure laws to the extent possible****

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

****To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell agrees.****

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

***Not Applicable**

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Not applicable to commercial IT Products

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

****To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell Agrees****

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Dell Agrees

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

[Dell Agrees](#)

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

[Dell Agrees](#)

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

It will apply "to the extent determined by the FTA to be applicable to this particular contract based on the status of the grantee and the type of contract issued".

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

Dell Agrees

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

Dell Agrees

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

[Dell Agrees](#)

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

[Dell Agrees](#)

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

[Dell Agrees](#)

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be

[Dell Agrees](#)

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	<u>Dell Marketing L.P.</u>
Address	<u>One Dell Way</u>
City/State/Zip	<u>Round Rock, Texas 78682</u>
Authorized Signature	<u></u>
Date	<u>11/16/2022</u>

*To the best of my knowledge and belief.

ANTITRUST CERTIFICATION STATEMENTS

TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	<u>Dell Marketing L.P.</u>
Address	<u>One Dell Way</u>
City/State/Zip	<u>Round Rock, Texas 78682</u>
Telephone Number	<u>512-720-7429</u>
Fax Number	<u>n/a</u>
Email Address	<u>stacey.skala@dell.com</u>
Printed Name	<u>Stacey Skala</u>
Title	<u>Proposal Manager</u>
Authorized Signature	<u></u>

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>

Proposal Legal Notes

Dell Technologies conducts operations through its subsidiaries and is the parent company to contracting legal entities Dell Marketing L.P. and EMC Corporation.

The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.

Terms & Conditions

This proposal will remain valid for 120 days from the date of submission of the proposal. Final pricing and other legally binding contract terms must be agreed or confirmed between the parties.

Dell is submitting this proposal subject to the exceptions to the REQUEST FOR PROPOSAL (RFP) FOR Technology Solutions, Products and Services, SOLICITATION NUMBER 45-22 (RFP) terms and conditions included herewith. Dell welcomes the opportunity to negotiate its exceptions and the terms and conditions to come to a mutually acceptable governing agreement with customer. Dell's submission of a proposal does not indicate acceptance of those RFP terms and conditions identified in our exceptions.

If the RFP allows customer the discretion to reject a bid that takes exceptions to the RFP terms and conditions, Dell requests the opportunity to review and discuss its exceptions with customer further.

Disclaimer

This proposal (and information contained herein) is provided to you for information purposes only. Dell Technologies is not responsible for any errors or omissions relating to this proposal or that may occur as a result of the passage of time. In addition, Dell Technologies may improve or change this presentation or improve or change its products and service offerings from time to time, without updating this proposal. Please contact your sales representative for updates or additional information.

Confidentiality

This proposal (and information contained herein) is Dell Technologies Confidential Information, and your access and use are subject to and governed by the terms of your written nondisclosure agreement with Dell Technologies. In the absence of an applicable, written nondisclosure agreement between you and Dell Technologies, your access and use of this proposal (and information contained herein) shall be limited as follows: you will maintain the confidentiality of the Dell Technologies Confidential Information with at least the same degree of care that you use to protect your own confidential information, but no less than a reasonable degree of care under the circumstances; you may use the Dell Technologies Confidential Information only for the business transaction between you and Dell Technologies ("Purpose"); you may disclose Dell Technologies Confidential Information only to your employees who have a need to know the information for the Purpose and are legally bound by similar nondisclosure terms; and you will not disclose Dell Technologies Confidential Information to any other employee or to a third party.

Note

This information may be exempt from disclosure under open records and/or freedom of information act (foia) statutes and regulations. Dell reserves all rights available to it under applicable law to appeal any disclosure to a third-party accordingly.

Pricing Notes

Dell will provide the minimum discounts for the offers described in the Discount Category Matrix on Tab 7. The discounts are applied to Dell's then current Manufacturer Suggested Retail Pricing (MSRP) and Dell reserves the right to change the MSRP (which would also change the discounted selling price) at any time to apply to future orders. Regardless of the Category in which they may be sold, Dell shall not be obligated to provide any discounts with respect to APEX-branded products or offerings.

Dell maintains a Retail Price list online located at: <http://ftpbox.us.dell.com/slq/weekly/dellpricereport.pdf>. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where a Dell-branded product is comprised of both hardware and services, the resulting Discount Off List percentage will reflect a blend of the contract discounts associated with the hardware and tied services components of that product.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may be subject to change in the event of an industry wide material constraint or shortages, including but not limited to memory, or other manufacturing materials or components, or due to other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued before the replacement product(s) reach price parity with initial product(s), Dell Technologies reserves the right to re-negotiate pricing. For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

Tab - Appendices

Included on the following pages:

- Dell and the Environment
- Dell's Diversity and Equal Employment Opportunity Policy
- Dell Supplier Diversity Program
- Dell Premier for IT Procurement Overview
- Dell Limited Hardware Warranty
- Dell Return Policy
- Dell Financial Services

Appendix A - Dell and the Environment

Our Ability



We help our customers minimize their environmental impact by delivering energy-efficient products and easy, responsible electronics recycling.



We also aim to reduce environmental impacts throughout the sustainability life cycle. This approach means designing our products with the environment in mind, finding more eco-friendly ways to build and ship them, and working to reduce our collective footprint.

Design

Designing with the environment in mind from the very start ensures all Dell products and services help customers reduce their impact and meet their goals.

- Environmental Design
- Follow the Eco-label

You want eco-friendly products without sacrificing performance or reliability. Instead of one eco-friendly product, we design all products with the environment in mind. We're committed to developing innovative products and services that help you do more while minimizing your environmental impact.

All product design follows our Design for Environment specifications where we make choices that can minimize impact at each stage of the product life cycle. Also, a large number of Dell products are registered to ENERGY STAR and EPEAT eco-labels to make it easy for you to choose.

Build

Building responsibly means our operations, and those of our supply chain, are committed to operating sustainably. It's good for business and good for the planet.

- Zero Waste
- Climate Change

As a global citizen, Dell is committed to minimizing the impact that our operations, and those of our supply chain, have on the planet and the communities we live and work in. We believe it's possible to succeed in business without doing harm to the environment.

Central to this idea is the practice of using resources responsibly. With energy, water, forestry resources and on the manufacturing floor, we avoid waste in all its forms and work with our supply chain to do the same. We strive to recycle them back into usefulness or to obtain them from renewable and sustainable sources.

Additionally, we recognize that climate change is real and we all have a role to play in transition to a lower-carbon economy. Success is possible through a combination of global emissions reductions, efficiency improvements and a transition to renewable energy sources. To these ends, we have committed to measuring and reducing the impact of our own operations, including our supply chain, our own operations and the impact of our products and services.

Ship

From renewable packaging to smarter shipping, Dell takes an innovative, strategic approach to efficiently delivering products around the world every day.

Packaging protects products. Shipping gets them where they need to go. Reducing that impact requires a strategic commitment to reducing waste by shrinking packaging, selecting renewable materials and striving to make our packaging recyclable, so it doesn't become a customer's waste problem. It also requires constant optimization of an expanding supply chain, always looking for the efficiencies that reduce trips and cut emissions, all while ensuring customer products arrive safely and on time.

Use

Every day, customers are using Dell products and services to help them reduce their environmental impact and achieve their sustainability goals.

Whether to mitigate risk, create new opportunities, reduce operating costs or improve their brand, companies are looking to reduce their environmental footprint. Increasingly, our customers are realizing that technology can be a major driver of this transformation.

But green IT — technology that itself leaves a smaller footprint — is not enough. We help our customers look at IT for green technology that enables them to address their sustainability goals and take control of their resources in a way that creates value. While better design will minimize environmental impact throughout a product's life cycle, the true measure of technology's power is how our customers use it to unleash new possibilities and change their world.

Recycle

Recycling is critical to helping drive sustainability, returning materials to usefulness. Around the globe, we offer easy, responsible recycling options.

- Business Recycling
- Dell Reconnect

As technology is progressing quickly, e-waste is piling up in our offices and homes, or worse, our landfills. According to the Environmental Protection Agency, over 200 million pieces of computer-related e-waste are being generated annually. Yet, only approximately 18 percent is being recycled, which leaves over 150 million pieces of equipment in our landfills each year.

To help prevent the environmental impacts of e-waste, Dell provides multiple hassle-free options for disposing your e-waste responsibly and keeping it out of our landfills either directly or through our partnerships.

Dell's moonshot goal is that by 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging materials will be sourced from recycled-content or renewable materials. More than half of our product materials will be sourced from recycled-content or renewable materials.

Appendix B - Dell's Diversity and Equal Employment Opportunity Policy

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world.

Dell is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind

Dell is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at Dell are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate. Dell will not tolerate discrimination or harassment based on any of these characteristics.

Dell's Commitment to a Workplace Free of Discrimination and Harassment is Far Reaching

Dell's commitment to equal employment opportunity applies to all persons involved in the operation of Dell's business and prohibits discrimination or unlawful harassment by or between any Dell employee, including officers, supervisors and coworkers, or applicants for employment at Dell, or by or between any Dell employee and any employee of Dell's customers, independent contractors, vendors or other strategic partners. All employees are responsible for maintaining a work atmosphere free from discrimination and unlawful harassment by treating others with dignity and respect.

Unlawful Harassment is Prohibited

Unlawful harassment can take several forms, including verbal, visual or physical conduct that creates an offensive, hostile or intimidating work environment. Conduct that can contribute to unlawful harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected characteristic
- Threats and demands for sexual favors as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favors
- Retaliation for having reported or threatened to report harassment

Dell Employees Are Encouraged to Report Discrimination, Harassment, Retaliation or the Threat of Retaliation

Dell employees who witness or believe they have been subjected to discrimination, harassment, retaliation or other inappropriate conduct are encouraged to report such conduct immediately in accordance with the Raising/Resolving Issues and Concerns section of the Code of Conduct. This includes, but is not limited to, contacting your manager, Human Resources representative, the Office of the Ombuds (if available), the Global or Regional Ethics Office, or the Ethics Helpline at 1-888-888-9975. All such reports will be investigated promptly and as confidentially as possible and appropriate corrective action will be taken. No employee who makes good faith reports of discrimination, harassment or retaliation will be subjected to reprisal or damage to their career, reputation or employment at Dell.

Dell Strives to Reasonably Accommodate Its Employees

Dell provides equitable treatment and reasonable accommodations for employees and applicants in accordance with federal, state and local laws. A reasonable accommodation for an employee with a disability may include modification of policies and procedures, an adjusted work schedule, special equipment or transportation, or other job modification to optimize the individual's job performance, if such accommodation does not result in an undue hardship to Dell's business.

Individuals who desire a workplace accommodation under any applicable law may make a request for such an accommodation, preferably in writing, to the individual's supervisor or Human Resources representative.

Enforcement and Potential Discipline

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment from Dell.

Revisions and Revocation

This policy in no way constitutes a contract between Dell and any employee and may be revised or revoked at any time, with no advance notice.

For more information regarding Dell's Diversity & Equal Employment Opportunity Policy please visit: <http://www.dell.com/learn/ae/en/aecorp1/corp-comm/cr-equal-employment-opportunity>

Appendix C - Dell Supplier Diversity Program

Mission

The mission of Dell Global Supplier Diversity is to deliver superior supplier performance through highly-qualified minority, women and small businesses to deliver technology solutions that enable people everywhere to grow and thrive. As part of our commitment to diversity, we source products and services from women and other diverse business owners globally. We measure our achievements in identifying and buying from those businesses that are owned, operated, managed, and controlled by women and others who are underrepresented.



Action

Dell develops strategic, sustainable relationships with a very diverse group of qualified suppliers. Our customers come from every nation, culture, and walk of life, and it's important that all aspects of our business reflect that same diversity.

Why Supplier Diversity makes us Stronger

- It supports both Dell and customer corporate social responsibility, vision and goals
- It enables customers to satisfy federal, state and local diversity requirements
- It demonstrates a commitment to the communities in which we live and work
- It utilizes partnerships to capitalize on the demographic shift in minority populations

Suppliers

Diverse companies that meet Dell's procurement specifications and standards of excellence have an opportunity to partner with Dell in delivering quality products and services to Dell and its customers. The Billion Dollar Roundtable (BDR) recognizes corporations that have achieved spending of at least \$1 billion with minority and women-owned suppliers. In FY20, we started the Supplier Diversity Development Program. Seven diverse suppliers participated in the FY20 program and paired with Supplier Diversity Champions that served as mentors.

Our purpose is to drive diversity and inclusion within our supply chain by using prime, qualified and capable suppliers. We evaluate and qualify suppliers based on their ability to meet best in class cost, supply chain process, quality, technology, time to market, and service experience. Good faith efforts that Dell leverages within our supplier diversity program include:

- Sourcing suppliers with strong supplier diversity programs themselves
- Including supplier diversity language in contractual agreements
- Monitoring spend levels through reporting
- Providing feedback and recommendations on our supplier partnership community

Culture

Dell has developed a Supplier Diversity Structure which includes the development of Diversity Teams, Ambassadors and Champions. These diversity advocates engage and promote Supplier Diversity concepts within each of their business space ensuring a widespread success. Each business function has

an associated Dell employee who acts as a champion on behalf of Dell and for customers. The Champion is the liaison between the diversity team and the business function with a mission of driving diverse spending and establishing diverse suppliers within their space. With this structure, Dell is able to extend our reach to all business functions within our company and these champions play a critical role in the success of our supplier diversity program.

The Global Ambassador Program

The objective of the Global Ambassador Program is to drive incremental growth of diverse spend beyond the United States in support of customer requirements. Similar to the role of Diversity Teams and Champions, Global Ambassadors' drive diverse spend outside of the U.S. and throughout supported global regions. To date, Dell has eight Ambassadors representing China, India, Central and Latin America, the United Kingdom, Australia, and Canada. These Ambassadors serve on advisory boards, encourage certification through global partners, and champion Dell's supplier diversity efforts globally.

Affiliations

Dell participates with the following diversity organizations in support of growth and development of small, minority and women-owned suppliers:

- National Minority Supplier Development Council (NMSDC)
- Southwest Minority Supplier Development Council (SMSDC)
- Women's Business Enterprise National Council (WBENC)
- Women's Business Council Southwest (WBCS)
- Small Business Administration (SBA)
- National Veteran Business Development Council (NVBDC)
- National LGBT Chamber of Commerce (NGLCC)
- Disability:IN
- WEConnect International
- Minority Supplier Development China (MSD)
- Broad-based Black Economic Empowerment (South Africa)

Outreach

As part of our outreach program, Dell has a Supplier Diversity website which allows diverse suppliers to provide information about their company to us. This is uploaded to an online database which our purchasing organization can access to identify diverse suppliers with RFQ/RFI opportunities. The link for this website is [Supplier Diversity Registration Survey \(smartsheet.com\)](https://smartsheet.com/supplier-diversity-registration-survey)

Appendix D - Dell Premier for IT Procurement Overview

At Dell Technologies, we have always been at the forefront of technology. We have a strong and vast portfolio of products, expertise, and services. Over the past few years, however, the technology world as we know it has changed. We're living in the data era—a time where customers want to shop, learn and purchase products with just a few clicks. They expect their technology to know what they need before they know they need it. The vision to be the most essential technology company for the data era focuses our goals on how all our customers – from consumer to enterprise – buy for the better through our online platform.

Dell Premier helps you save time and money, by shopping for your Dell products and solutions on a tailored site that streamlines purchasing and offers greater autonomy and control over your procurement ecosystem. The customization options for your Dell Premier portal page, enables you to fulfill your business needs throughout all phases of IT product ownership.

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

In short, Dell Premier makes the whole process of doing business with Dell easier and more cost-efficient.

Product Catalog Offerings

Dell Premier offers a number of product catalogs (including a custom catalog option) that will provide you access to systems, software and peripherals products at your negotiated pricing.

- **Systems Catalog:** This catalog offers the user access to Dell's entire line of products.
- **Software & Peripherals Catalog:** This catalog offers the user access to thousands of accessories, software titles, parts, and upgrades.
- **Standard Configurations:** This catalog offers systems and/or software & peripherals that can be customized to show only the customer's agreed upon products at negotiated pricing.

Both Systems catalog and standard configurations give you access to

- **Dell Smart Selection (Stocked):** From your Premier page, you can easily order pre-configured systems by Dell experts based on customer insights. With Smart Selection, you get Dell's most popular business PCs with a simplified ordering process, accelerated delivery, and optional configuration services. Smart Selection systems are in stock and ready to ship.
- **Custom Build (Non-stocked):** From your Premier page, you can easily order alternative configurations that meet your needs.

eQuotes

Shopping carts can be saved as eQuotes by any shopper and forwarded to an authorized buyer for review. With e-quote functionality:

- End users configure and price their own systems
- Managers or authorized buyers receive e-mail notification of saved e-quotes for review and approval
- Time-consuming double-entry of order information and costly errors are reduced
- Purchasing bottlenecks are diminished, while spending controls stay in place

You can easily access and purchase eQuotes as well as Sales Quotes via your Dell Premier Page. eQuotes can be modified online prior to purchase. Sales Quotes are generated by a Dell Sales Representative and can be retrieved and purchased through Dell Premier. However, any modifications require Dell Sales Support.

Turn sales quotes into orders quickly and easily.

You can easily retrieve the quotes provided by your Dell Technologies account team, in addition to quotes that you create online, all on your secure Dell Premier portal.

Get your orders underway online 24/7, leverage self-service to order your quotes, track all your Dell orders and even download your packing slips or invoices.

Secure Online Ordering

Secure online orders can be placed at any time through an intuitive, streamlined checkout process.

Real time Order Tracking

When placing an order via Dell Premier, automated email notifications keep you informed of your Dell order status.

At any time, you can access the Online Order Status tool to check the status of your order and view a variety of options relating to current and past Dell purchases (up to two years). You can track orders placed via your Dell Premier page or via your Dell account team.

Reporting

Dell Premier provides easy access to comprehensive, up-to-date, and customizable data regarding all your Dell transactions. Its sophisticated reporting functionality is designed to help you to plan your purchasing, verify your payments, and manage your assets -- all at the click of a mouse. Flexible options allow you to search and sort the information so it's most useful to you.

Security and User Access

Custom-defined access roles support your approval process and control unapproved buying. Dell Premier enables customization of what users can do and see. An employee's access is limited to the information and tools that they need, and the designated administrator in your organization can modify the access role of a user as needed.

Your account team Information

Dell Premier enables easy access to the right Dell contacts. Whenever you want to inquire about products or check prices or an order, your Dell Account Team representative is always standing by to take your call.

Premier Notifications Center

Our messaging center provides you with relevant and timely updates regarding your Dell Premier experience.

- Get automatic notifications about:
- standard configurations
- order processing updates and delivery status
- eQuote status changes
- your Dell account team
- Premier news including latest features

ImageWatch

You can sign up for Dell's ImageWatch service (NDA required) in Dell Premier to view information about technology changes. It provides a 6-months outlook on: Ready To Ship & End Of Marketing Life, for platforms, hardware and software.

ImageWatch service can help you prepare a proactive procurement plan that incorporates future technology changes and minimizes their impact.

Benefits:

- Proactive planning of product changes & transitions.
- Global Standard Platforms (GSP) and their regional availability.
- Ability to create and share product configurations between your company and your account teams.
- Monitor & receive change notifications via dashboard views and on-demand e-mail alerts

Accessibility

Dell Technologies is committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards. The commitment of Dell to diversity and to provide the best customer experience helps us to remain competitive in the marketplace. In Dell's ongoing efforts to strive for accessibility, Dell is committed to the principles and goals of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG). Dell works toward the goal of meeting the Level AA criteria as set forth in the guideline.

Support

The Dell support site provides fast, flexible access to a comprehensive array of technical support resources. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently.

Double Down on Dell Premier

We've got advanced solutions for your complex business needs.

Are you a global customer? Make Dell Premier your one-stop-shop across global operations. Dell Premier offer a sophisticated answer for large-scale technology procurement. Customers with global operations can take advantage of a secure, personalized purchasing and support site that ensures efficient global purchase operations. [Learn More](#)

Using an ERP System? Set up integration with Dell Premier. Seamlessly integrate your existing ERP system with Premier from catalog to checkout to delivery—eliminating errors and redundancy—with zero downtime! You can utilize your existing procurement system and leverage the features of Dell Premier when procuring IT such as detailed reporting, customizable solutions and centralized purchasing. [Learn More](#)

Already using ITSM (IT Service Management) Software? Invest in decentralizing your purchasing process to make your workflow more efficient. With Dell API technology, you can extend the familiar benefits of your existing ITSM system – including ServiceNow and Remedy—to the Dell Premier purchasing environment. Free up your procurement team's time to focus on strategic initiatives. [Learn More](#)

Maximizing your return on investment (ROI) and Economic Impact with Dell Premier

Modernizing IT procurement saves time and money while improving employee productivity.

According to the latest Forrester study, the four-year financial analysis based on the customer interviews and survey found that a composite organization experiences benefits of \$1.76 million over 4 years vs costs of \$444,000, adding up to a net present value (NPV) of \$1.32 million and an ROI of 297%. The research reveals that customers who use Dell Premier are able to get payback for their efforts in less than 6 months and able to enjoy:

- 1) A reduced 15% procurement team effort associated with IT hardware purchasing.
- 2) 1875 hours saved in time spent on device configuration annually.
- 3) And reduced purchase cost of \$68 per device due to product standardization.

[Read the study](#) and examine the potential return on investment (ROI) your company may realize by transforming IT procurement with Premier.

What can Dell Premier save your organization?

[Create a personalized assessment](#) and business case estimating the savings that Dell Premier can provide for your organization.

Customer Stories

UK Charity Versus Arthritis had an immediate need for a self-service portal in 2020. Versus Arthritis sent all 400 employees home to work when the COVID-19 lockdown was announced in March 2020. While the

charity already had flexible working arrangements in place, staff required additional technology to ensure the effectiveness and connectivity of their home office arrangements. Versus Arthritis needed to enable staff to order equipment direct to their homes rather than to its closed offices.

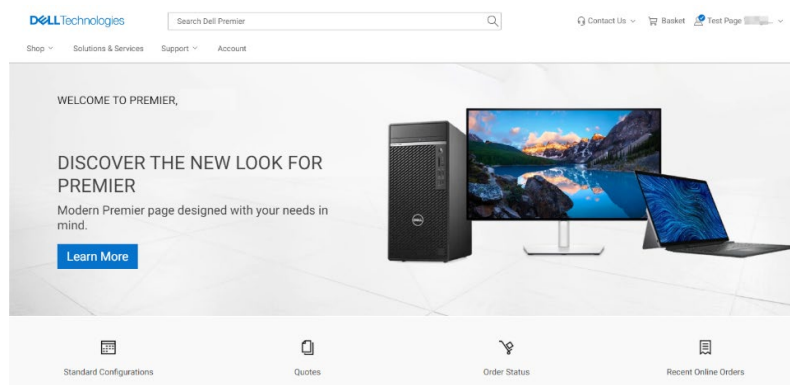
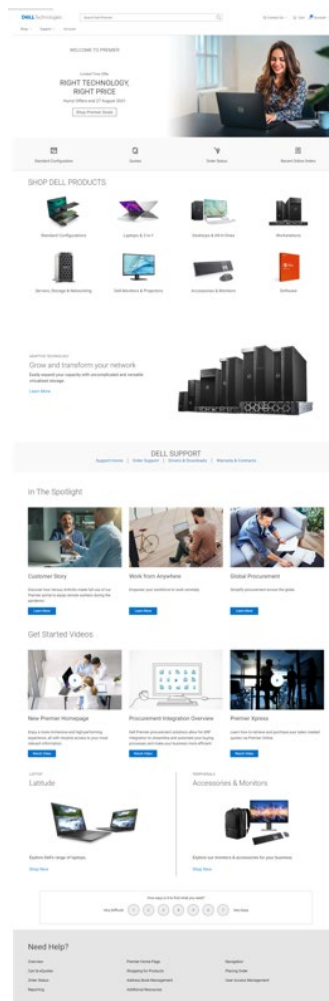
The Dell Technologies account team consulted internal e-commerce experts and proposed a customized version of Dell Premier Procurement Portal. This solution is used by internal IT or procurement teams to order products from the Dell Technologies online catalogue. On the first day of operation the IT team checked and approved nearly 70 orders. In most cases equipment was delivered in 48–72 hours, compared with the 8–9 days it could have taken if bulk orders had been delivered to the head office and redirected to peoples' homes.

- [Versus Arthritis - Work From Anywhere with Dell Premier](#)

Dell Premier was essential in helping Arkema migrate its global e-procurement platform – this meant transferring all the integrated systems for its global suppliers. Arkema chose Dell Premier Procurement Integration and Dell Premier Global Procurement to modernize their online platform. This resulted to a quick and effective migration of their global procurement platform in 6 months and 95% of their IT purchases being automated. This particular customer was very happy with the work of the Dell Premier team. While some providers tend to wait and see how things turn out in this kind of project, the Dell Premier team was proactive, anticipating our needs and meeting all deadlines.

- [Arkema - Procurement Integration](#)

Dell Premier Page at a glance:





Standard Configurations



Laptops & 2-in-1



Desktops & All-in-Ones



Workstations



Servers, Storage & Networking



Dell Monitors & Projectors



Accessories & Monitors



Software

ADAPTIVE TECHNOLOGY

Grow and transform your network

Easily expand your capacity with uncomplicated and versatile virtualized storage.

[Learn More](#)



Appendix E - Dell Limited Hardware Warranty

Limited hardware warranties

Dell-branded hardware products purchased in the U.S. or Canada may come with a 90-day, 1-year, 2-year, 3-year, 4-year, 5-year or other limited hardware warranty. Dell may offer different delivery methods for warranty service, including but not limited to parts and product dispatches, mail-in service and onsite/in-home service. Renewals and extensions of your limited hardware warranty may also be available after you purchase your product(s). To determine the warranty that came with your hardware product(s), or the warranty renewal or extension that you purchased, see your packing slip, invoice, receipt or other sales documentation. Some components of the hardware you purchased may have a shorter warranty than that listed on your packing slip, invoice, receipt or other sales documentation. Additional details related to warranty duration are listed below.

What is covered by this limited hardware warranty?

What is not covered by this limited hardware warranty?

How long does this limited hardware warranty last?

Important Notice Relating to Third Party Product

What do I do if I need warranty service?

What will Dell do?

What if I purchased a service contract?

May I transfer the limited hardware warranty?

Dell Printer Consumables Limited Warranties

Limited Lifetime Warranty for Dell-branded tape media

What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your Dell-branded hardware products, including Dell-branded peripheral products.

What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

- Software, including without limitation, the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software or the reloading of software
- Non Dell-branded products and accessories
- Problems that result, directly or indirectly, from:
 - External causes such as accident, abuse, misuse or problems with electrical power.
 - Servicing not authorized by Dell.
 - Usage that is not in accordance with product instructions.

- Failure to follow the product instructions or failure to perform preventive maintenance.
- Using accessories, parts or components not supplied by Dell.
- Commercial hardware products that use, or in which have been installed, products or components that have not been provided by Dell.
- Products with missing or altered service tags or serial numbers
- Products for which Dell has not received payment
- Normal wear and tear

FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM AND LARGE BUSINESS AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND RESELLERS. This paragraph applies if you purchase Dell products for resale or for commercial or professional purposes. DELL'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR DELL-BRANDED PRODUCTS, DELL PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. THIS LIMITED HARDWARE WARRANTY MAY BE VOIDED BY DELL, AT DELL'S SOLE DISCRETION, IF THIRD PARTY PRODUCTS THAT WERE NOT PROVIDED BY DELL ARE INSTALLED ON YOUR DELL SYSTEM.

FOR CONSUMERS. This section applies if you purchase Dell products that are normally used for personal, family or household purposes.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT.

FOR ANY INCIDENT COVERED BY THIS DELL LIMITED HARDWARE WARRANTY, YOU MUST USE DELL-PROVIDED PARTS AND PRODUCTS, WHICH DELL WILL PROVIDE TO YOU FOR NO ADDITIONAL CHARGE.

TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES, CANADA (AND ITS PROVINCES) OR OTHERWISE, DELL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY (AS REFLECTED ON YOUR PACKING SLIP, INVOICE, RECEIPT OR OTHER SALES DOCUMENTATION) AND, AT DELL'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WARRANTY SUPPORT ONLY APPLIES WHEN THE COVERED PRODUCT IS LOCATED WITHIN THE COUNTRY IN WHICH DELL ORIGINALLY SOLD THE SYSTEM, AS REFLECTED IN DELL'S RECORDS. IF YOU NEED SUPPORT FOR THE PRODUCT OUTSIDE OF THE COUNTRY OF ORIGIN (FOR EXAMPLE, WHILE TRAVELING, OR IF THE SYSTEM HAS BEEN RELOCATED TO A NEW COUNTRY), THEN DELL MAY OFFER YOU OTHER SUPPORT OPTIONS FOR AN ADDITIONAL CHARGE.

ADDITIONAL TERMS FOR U.S. CONSUMERS. IF YOU CANCEL ANY RENEWED, EXTENDED

OR ENHANCED WARRANTY WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS WARRANTY, YOU WILL RECEIVE A FULL REFUND IF NO CLAIMS HAVE BEEN MADE AGAINST THE WARRANTY. IF ANY CLAIM HAS BEEN MADE AGAINST THE WARRANTY, THEN YOU WILL RECEIVE A PRO-RATA REFUND BASED ON THE RETAIL VALUE OF ANY SERVICE PERFORMED. IF YOU CANCEL THIS WARRANTY AFTER THIRTY (30) DAYS OF YOUR RECEIPT OF THIS WARRANTY, YOU ARE ENTITLED TO A PRO-RATA REFUND AS FOLLOWS: REFUND = THE TOTAL PRICE MINUS THE FOLLOWING: (A) THE VALUE ATTRIBUTABLE TO THE PORTION OF THE RENEWED, EXTENDED OR ENHANCED WARRANTY ALREADY USED (CALCULATED BASED ON THE PERCENTAGE OF DAYS OF THE RENEWED, EXTENDED, OR ENHANCED TERM THAT ALREADY HAVE BEEN USED PRIOR TO OUR RECEIVING NOTICE OF YOUR CANCELLATION); (B) 0.1 MULTIPLIED BY THE TOTAL PRICE; AND (C) THE COST OF ANY REPAIR OR REPLACEMENT PROVIDED TO YOU BEFORE CANCELLATION.

FOR ALL CUSTOMERS. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DELL DOES NOT WARRANT THAT THE OPERATION OF ANY DELL PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

[How long does this limited hardware warranty last?](#)

This limited hardware warranty lasts for the time period indicated on your packing slip, invoice or receipt except for the following Dell-branded hardware:

- All variants of ioDrive® NAND Flash devices carry the length of the limited hardware warranty coverage for the Dell system with which the ioDrive NAND Flash device is shipped. ioDrive NAND Flash devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, ioDrive NAND Flash devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Rated Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. **ioDrive is a registered trademark of Fusion-io.**
- As part of standard portable configuration, batteries carry a base 1-year limited hardware warranty regardless of the length of the system warranty. In addition, for some products, a customer has the option of purchasing a battery that comes with a 3-year limited hardware warranty.

- The warranty for a print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1-year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.
- Your series 5, 6 or 7 PowerEdge™ RAID Controller (PERC) battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Your Series 8/9 PERC controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Projector lamps carry a 1 year limited hardware warranty.
- Dell-certified and Dell-branded memory purchased separately from a Dell system (Dell-certified memory) carries a lifetime limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip, invoice, receipt or other sales documentation. Monitors purchased with a system are covered by the system limited hardware warranty.
- The limited hardware warranty for a Dell external hard disk drive purchased simultaneously with a laptop, desktop, tablet or thin client PC lasts for the longer of (a) 2 years; or (b) the duration of the system's limited hardware warranty.
- Earphones and remote in-line controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries longer hardware warranty of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell product on which such parts are installed.
- Serial ATA (SATA) hard drives in PowerEdge and PowerVault™ systems carry a 1-year limited hardware warranty, independent of system warranty. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services may be available to provide longer service periods for the SATA hard drive for an additional fee.
- Select PowerConnect™ products: the PowerConnect 2800 series, the PowerConnect 3500 series, the PowerConnect 5500 series, the PowerConnect 6200 series, the PowerConnect 7000 series, the PowerConnect 8000 series and the PowerConnect 8100 series and select Dell

Networking products: Dell Networking X1000 and X4000 series; the N1000, N2000, N3000 and N4000 series and the S3100 series are covered by the lifetime limited hardware warranty. These products carry a lifetime limited hardware warranty with Basic Hardware Service (repair or replacement) for as long as you own the product. Repair or replacement support for any Dell Networking product with limited lifetime warranty does not include configuration or configuration assistance, or other advanced service and support provided by Dell ProSupport Services. The warranty does not apply to products purchased before first announcement in Spring 2011. Dates vary by region. Contact customer service to verify if your product qualifies. See dell.com/LifetimeWarranty for more details.

- Select PowerConnect products carry an Extended Life Limited Hardware Warranty with Basic Hardware Service, which extends until 5 years after end of product model sales, subject to the specific clarifications and limitations listed below. The Extended Life Limited Hardware Warranty does not include configuration or other advanced service provided by Dell ProSupport™. The Extended Life Limited Hardware Warranty is not transferrable.

Clarifications and limitations pertaining to products with Extended Life Limited Hardware Warranty

- B-Series FCX/FCXs — Internal power supply and fans are covered; however, warranty excludes removable optics and LEDs.

- J-Series EX4200 — Warranty does not include optics and limits fan and power supply to 5 years from date of purchase.
- W-Series Access Points: W-AP92/93/93H, W-IAP92/93, W-AP104/105, W-IAP105, W-AP124/125, W-AP134/135, W-IAP134/135 — Warranty limits any power supply, antennae or accessories to 1 year from date of purchase.
- Enterprise SATA value/mix use solid-state drives (SSDs), enterprise SATA read intensive SSDs and slim SATA SSDs are not eligible for purchase of extended warranty coverage beyond 3 years, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee.
- Dell power distribution units (PDUs) and keyboard/monitor/mouse consoles (KMMs) purchased independent of a system carry a 1-year limited hardware warranty. Dell PDUs and KMMs purchased with a system are covered by the greater of 3 years or the term of the system limited hardware warranty.
- All variants of PowerEdge Express Flash PCI Express (PCIe) SSD devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD device is shipped. PowerEdge Express Flash PCIe SSD devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.
- Except for SAS solid-state drives (SSDs) used in PS Series and SC Series products, enterprise SATA, SAS and NVMe SSDs are not eligible for purchase of extended warranty coverage beyond 3 years from the original shipment date, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee. All such devices have a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.

The limited hardware warranty on all Dell-branded products purchased directly from Dell begins on the date of the packing slip, invoice, receipt or other sales documentation. For products purchased from third-party retailers or resellers, the limited hardware warranty begins on the date of your original sales receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

Important Notice Relating to Third Party Product

Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party. In some cases, such as with battery packs and power adapters, use of third party product may pose an increased risk of reliability or safety issues, including increased risk of fire or explosion. This limited hardware warranty does not cover issues caused by installation or use in a Dell system of any third party product that was not provided by Dell. For Commercial customers, this limited hardware warranty may be voided by Dell, at Dell's sole discretion, if

you install or use in a Dell system any third party product that was not provided by Dell.

What do I do if I need warranty service?

Before contacting Dell, please try one or more of the following:

1. Ensure that you have installed any updates or resolved any issues identified by the monitoring, diagnostic, and proactive support tools such as Dell SupportAssist that are installed on your product. Dell SupportAssist may also be available for download onto your product if it is not already installed. Visit dell.com/supportassist for download files and resources;
2. Access dell.com/support for troubleshooting advice and directions on running hardware diagnostics; and
3. Consult your Owner's Manual.

If you need additional assistance, then, before the warranty expires, please use one of the following support options to contact Dell or our authorized representatives:

1. **Online:** Online, chat and other forms of remote support may be available. Contact information is available at dell.com/support
2. **Telephone support requests:** Contact information is included in the table below. Long distance telephone carrier charges may apply.

Please also have your Dell Service Tag or order number available when you contact Dell.

If you purchased through a retailer (not directly from Dell), you may be required to provide Dell with your original sales receipt from your purchase to receive any warranty service from Dell.

If you purchased through Best Buy, you must have all original sales receipts from your purchase to receive any warranty service at a Best Buy store. For Canada, if you purchased through Future Shop, you must have all original sales receipts from your purchase to receive any warranty service at a Future Shop store.

Contact	Web
Web Support	

Contact	Phone (U.S. Only)	Service Desk (U.S. Only)
Individual Home Consumers:	U.S. Only	
Hardware Warranty Support	1-800-624-9896	
Customer Service	1-800-624-9897	
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.com to locate the nearest Best Buy store.	
Wireless Service Provider	1-800-308-3355 Your wireless service provider may also be able to provide hardware warranty service on your Dell smartphone or tablet.	
Individual Home Consumers who purchased through an Employee Purchase Program:		
Hardware Warranty Support and Customer Service	1-800-822-8965	
Home and Home Office Customers:		
Hardware Warranty Support and Customer Service	1-800-456-3355	
Small, Medium, Large or Global Commercial Customers, Healthcare Customers and Value-Added Resellers (VARs):		
Support and Customer Service	1-800-822-8965	
Government and Education Customers:		

Support and Customer Service 1-800-234-1490

Dell-Certified Memory 1-800-BUY-DELL

Alienware™

Hardware Warranty Support and Customer Service 1-800-ALIENWARE

Contact	Phone (Canada Only)
Individual Home Consumers, Home-Office:	1-800-847-4096
All Business, Government, Education Customers and Value-Added Resellers (VARs):	1-800-387-5757
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.ca to locate the nearest Best Buy store.
Future Shop Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Future Shop store. Visit futureshop.ca to locate the nearest Future Shop store.

What will Dell do?

Upon contacting Dell, you will be required to engage in a remote diagnosis session to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If Dell determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, Dell, at its sole discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to Dell's repair depot or replace the part or product with a comparable part or product that may be new or refurbished. If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then Dell may also elect to dispatch a service technician to your location to perform the repair or replacement (see Important Information about Onsite/In-Home Warranty Service After Remote Diagnosis below).

If your limited hardware warranty has expired or if we determine that the problem is **not** covered under this limited hardware warranty, we may be able to offer you service alternatives on a fee basis.

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Dell may use authorized representatives to provide any of the technical support or repair services under this limited hardware warranty.

Important information about returning products to Dell for repair or replacement:

For Mail-in Service: Customer supplies box, pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the product to us in its original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer-induced damage. We will return the repaired or replacement product to you. We will pay to ship the repaired or replaced product to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail-in Service: Customer supplies box, Dell pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, shipping instructions will be provided to you. You must package the product in its original or equivalent packaging and call the carrier designated on your shipping instructions to arrange a pickup time or, at your convenience, you may take the adequately packaged product to a designated carrier pick up location. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail in Service: Dell supplies box and pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, packaging, shipping instructions and a prepaid shipping waybill will be sent to you. Upon receipt of the shipping supplies, you must package the product in the material required and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping

the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

When you contact us regarding certain products, we may offer to ship you a replacement product prior to receiving your original product back. In such instance, we may require a valid credit card number at the time you request a replacement product. We will not charge or invoice you for the replacement product as long as you return the original product to us within 10 days of your receipt of the replacement product and we confirm that your product issue is covered under this limited hardware warranty. If we do not receive your original product within 10 days, we will charge your credit card or invoice you for the then-current standard price for the product. If upon receipt of your original product, we determine that your product issue is not covered under this limited hardware warranty, you will be given the opportunity to return the replacement unit, at your sole expense, within 10 days from the date we contact you regarding the lack of coverage for your issue or we will charge to your credit card or invoice you the then-current standard price for the product. In addition, if you fail to pay Dell the amounts, Dell may suspend your limited hardware warranty support until the applicable amount is paid. A suspension of your limited hardware warranty for failure to properly return a product or to pay an amount charged for such failure to return a product will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by Dell.

Important information about part dispatches by Dell:

For some issues, Dell may dispatch a new or refurbished part for you to replace a defective part, if we agree that the defective part needs to be replaced. You must return the defective part to Dell. When you contact us, we may offer to ship you a replacement part prior to receiving your original part back. In such instances, we may require a valid credit card number at the time you request a replacement part. We will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to timely return the defective part to Dell in accordance with the written instructions provided with the replacement part may result in the suspension of your limited hardware warranty support or a charge to your credit card or invoice in the amount of the then-current standard Dell price for that part. A suspension of your limited hardware warranty for failure to properly return a part will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

We will pay to ship the part to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the part freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. When returning parts to Dell, please only include the product components requested by Dell.

Important information about Onsite/In-Home Warranty Service After Remote Diagnosis:

If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then if Dell determines that your issue is covered under this limited hardware warranty and your problem cannot be resolved remotely or, if applicable, by dispatching a part or replacement product to you, then Dell may dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Please tell the technician the full address of your system's location. Both the performance of service and service response times depend upon the time of day your request is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this limited hardware warranty. An adult must be present at all times during the service technician's visit. You must grant the service technician full access to the system and (at no cost to Dell) have working space, electricity and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrain a pet, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

If Dell determines that your system needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return nonworking/unused units/warranty parts to Dell.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us, a service contract with a third-party service provider, please refer to that contract for details on how to obtain service.

See dell.com/servicecontracts for more details.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current **owner** transfers ownership of the system and records the transfer with us. The limited hardware warranty on Dell-certified memory may not be transferred. For U.S. customers, you may record your transfer by going to Dell's website:

Customer Type:	U.S. Ownership Transfer Website:
Home and Home Office:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=19&l=en&s=dhs&~ck=mn
Small and Medium Business:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=04&l=en&s=bsd&~ck=mn
Large Enterprise:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=555&l=en&s=biz&~ck=mn
Federal Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1009777&l=en&s=fed&~ck=mn
State and Local Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC978219&l=en&s=slg&~ck=mn
Higher Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC956904&l=en&s=hied&~ck=mn
K-12 Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1084719&l=en&s=k12&~ck=mn
Healthcare:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC968571&l=en&s=hea&~ck=mn

For Canadian customers, you may record your transfer by going to Dell's Canadian website:

[//www.dell.com/support/retail/ca/en/cadhs1/ownershiptransfer/IdentifySystem?~ck=mn](http://www.dell.com/support/retail/ca/en/cadhs1/ownershiptransfer/IdentifySystem?~ck=mn)

If you do not have internet access, call your customer care representative or call 1-800-624-9897.

All requests to transfer ownership are at Dell's sole discretion. All such transfers will be subject to the terms and conditions of the original service or limited hardware warranty agreement and Dell's applicable terms and conditions of sale located at dell.com/terms (for U.S. customers), dell.ca/terms (for Canadian customers — English) or dell.ca/conditions (for Canadian customers — French). Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded printer consumables (ink cartridges, toner cartridges, photo print packs and photo paper) for the U.S., Canada and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell ink

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice.

Toner

Dell warrants to the original purchaser of genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for the life of the cartridge under normal use and storage conditions. Lifetime toner warranty applies to the original toner only and does not apply to refilled or remanufactured toner cartridges.

Dell paper

Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 90 days beginning on the date of invoice.

If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. This limited warranty does not apply to product damage resulting from misuse, abuse, accident, cartridge refilling or remanufacturing by customer, neglect, mishandling or incorrect environments.

Limited Lifetime Warranty for Dell-branded tape media

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves

defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit dell.com, choose your country using the drop down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.

THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT. ANY IMPLIED WARRANTIES AND CONDITIONS THAT MAY BE IMPOSED BY AND THAT ARE NOT PERMITTED TO BE DISCLAIMED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY AND WE DO NOT ACCEPT LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE

ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. **Appendix F - Dell Return Policy**

U.S. Return Policy

Direct (applies only to purchases directly from Dell)

Dell values its relationship with you and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. Note: If your purchase qualifies for a promotion offered by Dell that extends the return period for a specific product, the return rights and obligations included with the promotion will apply to your purchase.

30-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals and parts may be returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must be received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late.**

Exceptions to Dell's 30-Day Return Period:

- **Software may not be returned at any time**, unless the software being returned is:
 1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
 2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking to agree to applicable terms.
- **Additional products not eligible for return at any time:**
 1. **Dell EMC**-branded products
 2. **Dell Wyse™** and **Wyse**-branded products
 3. Non-Dell-branded enterprise hardware and software products
 4. Customized products
- Unless you have specifically agreed otherwise in your written agreement with Dell, **there is no right of return for software purchased under any type of volume license arrangement.**
- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale or other impermissible activity.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you **MUST** first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contactus or see the "Contacting Dell" or "Getting Help" section of your customer documentation. To initiate a return online, please click [here](#).

NOTE: You MUST follow these steps when returning a product:

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.
- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.
- For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to back up any data on the hard drive(s) and on any other storage device in the product. Remove all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.

Systems configured with an Intel® 8th Gen or later CPU are designed to run optimally with the Microsoft Windows 10 operating system. Removing the factory-installed operating system to run a non-Windows 10 operating system (such as Windows 7 or Windows 8) may make the product ineligible for return to Dell for a refund or cause system instability and performance issues that may not be covered by your warranty, support, or service agreements.

Appendix G - Vendor Certifications

 01-300
(Rev. 1-07/17)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Merchants: A copy of this permit does not replace a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale/exemption certificate on file.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

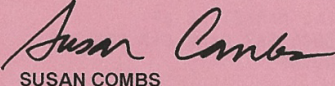
DELL MARKETING LP
DELL MARKETING LP
8687 N CENTRAL EXPY
DALLAS TX 75225-4427

NAICS CODE: 334111 DESCRIPTION ON NEXT LINE:
Electronic Computer MFG

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:
CITY: DALLAS EFF: 01/01/2007
TRANSIT: DALLAS MTA EFF: 01/01/2007

You must obtain a new permit if there is a change of ownership, location, or business location name.

Type of permit	SALES AND USE TAX
Taxpayer number	1-74-2616805-4
Location number	00005
First business date	01/01/2007


SUSAN COMBS
Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.

If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.

DETACH HERE AND PROMINENTLY DISPLAY YOUR PERMIT ONLY

IS THE INFORMATION PRINTED ON THIS PERMIT INCORRECT?

The information printed on your permit must be accurate and current. To make corrections, you may detach and complete ONLY the information in the form below which is incorrect, and mail it to COMPTROLLER OF PUBLIC ACCOUNTS, 111 E. 17th Street, Austin, TX 78774-0100.

MAKING CHANGES TO LOCAL TAXING AUTHORITIES OR BUSINESS DESCRIPTION LISTED ON THIS PERMIT

- You will need to contact us to correct the local taxing authorities for this business location. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that taxing jurisdiction. We can assist you in determining your local sales and use tax responsibilities, and the appropriate rate for each local taxing authority. Publication 94-105, "Guidelines for Collecting Local Sales and Use Tax" and Publication 96-132, "Texas Sales and Use Tax Rates" are available on the Comptroller's web site at www.window.state.tx.us/taxinfo/local/.
- Visit us online at www.window.state.tx.us/taxinfo/sales/naics_coding.html if you need to correct the description of your business printed on the front of this permit.

MORE INFORMATION ABOUT YOUR PERMIT

- You must prominently display this permit in your place of business.
- The information on your permit is public information.
- You cannot use this permit or a copy of it as a resale or exemption certificate.
- If the location specified on this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last business transaction.
- Depending on your type of business, you may need to collect sales and/or use tax for other local taxing authorities not listed on this permit.

TEXAS SALES AND USE TAX PERMIT

Taxpayer name shown on the permit DELL MARKETING LP			
Taxpayer number shown on the permit 17426168054		Location number shown on the permit 00005	
Correct business location name .			
Correct business location (no P.O. Box or directions accepted) .			
City	State	ZIP code	Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at https://www.window.state.tx.us/accmaint/changeaddress.html
Correct taxpayer name .		Daytime phone (Area code and number)	
Correct mailing address .			
City	State	ZIP code	Federal Employer Identification number
If you are no longer in business, enter the date of your last business transaction. _ _ _ _ _			
sign here Taxpayer or authorized agent		Date	


000001130

Form 01-300 (Back) (Rev.1-07/17)

All permits are issued subject to the provisions of the law. This permit may be revoked, suspended, or cancelled for a violation of any provision of any taxing statute administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

Please note that you are responsible for collecting the correct amount of local taxes. For example, if our records show that one of your locations outside the city limits, and it is, in fact, inside the city, you are still responsible for collecting and remitting the city sales tax. If the local taxing authorities on your sales tax permit are incorrect, please call us, so we can correct them.

Taxpayer name and mailing address

DELL MARKETING LP
18006 SKY PARK CIR STE 106
IRVINE

CA 92614-6406

92

**OPERATING WITHOUT A VALID
PERMIT IS A MISDEMEANOR
PUNISHABLE BY A FINE OF NOT
MORE THAN \$500 PER DAY.**

Legal citation: TEX. TAX CODE ANN. chs. 111 and 151.

*For an existing business, this permit replaces the permit you now hold for this location.
All previous permits of this type issued by the Texas Comptroller of Public Accounts are void.*

*** Important Sales Tax Information ***

You must file a sales and use tax return even if you have no taxable sales and/or no tax due.

FILE AND PAY YOUR SALES TAX ONLINE

WebFile automatically calculates the sales tax due and provides a confirmation that we received your return. WebFile is available online at www.window.state.tx.us/webfile/salestax.html

FILE NO TAX DUE RETURNS BY PHONE

You can also file your no tax due sales and use tax return by calling TeleFile at **1-888-4FILING (1-888-434-5464)**.

DOWNLOAD SALES AND USE TAX FORMS ONLINE

You will receive a preprinted sales and use tax return in the mail about 20-30 days before each return is due. You can also download sales and use tax forms online at www.cpa.state.tx.us/taxinfo/taxforms/01-forms.html

UPDATE YOUR ACCOUNT INFORMATION

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at <https://www.window.state.tx.us/accmaint/changeaddress.html> or call our toll-free voice mailbox at **1-800-224-1844**.

SALES TAX FREQUENTLY ASKED QUESTIONS

Read our sales tax frequently asked questions online at www.window.state.tx.us/taxinfo/sales/questions.html

You have certain rights under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or toll-free number listed on this form.

DELL MARKETING L.P.
SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION

January 30, 2020

FILED
In the Office of the
Secretary of State of Texas
FEB 03 2020
Corporations Section

Dell Marketing L.P. (the “**Partnership**”), by and through its undersigned general partner, adopts the following in accordance with Sections 3.057 through 3.059 of the Texas Business Organizations Code (the “**TBOC**”).

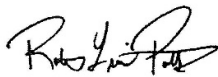
1. The name of the filing entity is Dell Marketing L.P., a Texas limited partnership.
2. The Partnership was formed as a limited partnership on December 23, 1991 and issued file number 6260510 by the Secretary of State of the State of Texas (the “**Secretary of State**”). The Partnership filed an Amended and Restated Certificate of Limited Partnership (the “**Amended and Restated Certificate**”) on July 29, 2003 with the Secretary of State.
3. This instrument restates the Amended and Restated Certificate, referred to herein as the certificate of formation, as amended and supplemented by all articles of amendment previously issued by the Secretary of State, and as further amended as set forth herein.
4. This instrument further amends the certificate of formation of the Partnership by:
 - a. Replacing all references to provisions of the Texas Revised Limited Partnership Act to the appropriate provisions of the TBOC.
 - b. Adding Section 5, which names certain officers of the Partnership duly appointed by the General Partner.
5. Each and every amendment described in paragraph 4 above has been made in accordance with the provisions of the TBOC. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the TBOC and by the governing documents of the Partnership.
6. The Second Amended and Restated Certificate of Formation attached hereto as **Exhibit A** accurately states the text of the certificate of formation being restated and each amendment thereto that is in effect, and as further amended herein. The attached Second Amended and Restated Certificate of Formation does not contain any other change except for the information permitted to be omitted by the provisions of the TBOC applicable to the Partnership. The existing certificate of formation of the Partnership and all amendments and supplements thereto are hereby superseded by the Second Amended and Restated Certificate of Formation attached hereto.
7. This document is effective when filed by the Secretary of State of the State of Texas.

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The undersigned affirms that the person designated as registered agent in the Second Amended and Restated Certificate of Formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the Partnership to execute this Second Amended and Restated Certificate of Formation.

DELL MARKETING GP L.L.C., general partner

By: 
Name: Robert L. Potts
Title: Senior Vice President and Assistant Secretary

Internal Use - Confidential

EXHIBIT A

Second Amended and Restated Certificate of Formation of Dell Marketing L.P.

(see attached)

Internal Use - Confidential

DELL MARKETING L.P.
SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION

January 27, 2020

This Second Amended and Restated Certificate of Formation of Dell Marketing L.P. (the “**Partnership**”) was duly executed and is being filed by Dell Marketing GP L.L.C., a Delaware limited liability company, as general partner, in accordance with Sections 3.057 through 3.060 of the Texas Business Organizations Code (the “**TBOC**”). The following amends and restates the Amended and Restated Certificate of Limited Partnership, which was filed on July 29, 2003.

1. The name of the Partnership is Dell Marketing L.P.
2. The address of the registered office of the Partnership in the State of Texas is: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218. The name of the registered agent of the Partnership at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.
3. The address of the Partnership’s principal office in the United States where records are kept or made available is located at One Dell Way, Round Rock, Texas 78682.
4. The name and address of the sole general partner of the Partnership are as follows:

Dell Marketing GP L.L.C.
One Dell Way
Round Rock, Texas 78682

5. The following officers of the Partnership, among others, have been duly appointed by the general partner of the Partnership:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Richard Jay Rothberg	General Counsel and Secretary	One Dell Way Round Rock, TX 78682
Robert Linn Potts	Senior Vice President and Assistant Secretary	One Dell Way Round Rock, TX 78682

Internal Use - Confidential

Appendix H - Dell Financial Services

Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing and financing and other flexible payment solutions, which are made available directly through DFS or PFS in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Since the current RFP does not contain any Lease terms and conditions, any eligible Public Agency under this RFP authorized to execute such Leases under applicable law must execute a separate Lease directly with DFS or PFS for the hardware, software, and/or services being procured under this RFP. Each Lease will separately establish a long-term (beyond net 30 days) financial relationship between DFS or PFS and each Public Agency procuring under the NCPA contract). Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Each eligible Public Agency will be required to separately negotiate the terms and conditions of its Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this RFP, the terms and conditions of the DFS or PFS Lease will prevail.

In addition, Dell may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix H. Eligible customer shall negotiate the terms and conditions of such FOD solution directly with vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the eligible customer and Dell or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of the RFP, and conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedules, and any other related documentation that may be applicable are attached in Appendix H.



Dell Financial Services Public Master Lease Agreement

**EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.**

LESSOR: DELL FINANCIAL SERVICES L.L.C.

LESSEE:

Mailing Address:

One Dell Way
Round Rock, TX 78682

Principal Address:

**Fax:
Attention:**

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

or extensions thereof, is defined as the "Lease Term". The Lease is non-cancelable by Lessee, except as expressly provided in Section 5.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR

POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force..

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or

proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by

Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN , AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor

may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.

"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the **Agreement** and any related Lease Schedule(s) from time to time thereunder between the Public Entity and **Customer** should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the **Agreement** No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.)
of _____, a public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. _____ (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____.

Dell Financial Services

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USDFSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USDFSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name:

Physical Address (primary location):

City, State, ZIP:

Federal Tax ID:

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation**:

Attention: Email Address:

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: Title:

Telephone Number: Email Address:

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO Number will be issued:

Do you utilize blanket PO Numbers? ☐ Yes ☐ No

Do you use a different PO Number for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held?

Fiscal Year is from to

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO Number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided for **each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.



Lease Schedules:

Fair Market Value Lease

\$1 Out Purchase Option Lease

Tax Exempt Lease Purchase Lease

Dell Flex Lease Purchase

PCaaS Schedule

Software Schedule



[Customer Name]
TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term.

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice of its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

By: _____

Name: _____

Title: _____

Date: _____



**LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in _____

Payment Period: _____

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number</u>	<u>Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price</u>
See Exhibit 'B'					

2. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

- (i) purchase the Products for \$1.00 at the end of the Primary Term;
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF

DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

By: _____

Name: _____

Title: _____

Date: _____



**DELL FLEX LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date*</u>
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 3. TERM.

Insert as a new second paragraph the following:

"TECHNOLOGY REFRESH WITH NEW FINANCING OPTION. Provided no Event of Default has occurred or is continuing under this Schedule and the Agreement, Lessee may exercise the following technology refresh option ("Tech Refresh Option") by delivering to Lessor an irrevocable written election notice to exercise the Tech Refresh Option at least 120 days prior to the expiration of the Primary Term and by completing all of the following on or before the beginning of the last month of the Primary Term (the "Tech Refresh Date"):

- (i) Lessee returns all (but not less than all) of the Products on this Schedule ("Original Products") to Lessor in the same manner as described in the Agreement; and
- (ii) Lessee enters into a new Schedule under the Agreement (the "New Lease") with a primary term of at least 24 months for new equipment ("New Products") which are, as determined by Lessor, of the same manufacture, type and quality as the Original Products and which have a Total Product Cost that is at least 75% of the Total Product Cost of the Original Products.

When Lessee completely fulfills the terms and conditions of the Tech Refresh option and has made all payments and performed all other obligations under the Schedule and the Agreement, then this Schedule shall terminate and, except as

provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule. Notwithstanding the election by Lessee of the Tech Refresh Option, the Schedule and Agreement shall remain in full force and effect and if the terms and condition of the Tech Refresh Option are not fulfilled before the Tech Refresh Date, the Tech Refresh Option shall be null and void and Lessee shall pay the final Rent payment due on the Tech Refresh Date.

3. SECTION 11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

- “(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;
- (k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;
- (l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;
- (m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;
- (n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;
- (o) No fund or account which secures or otherwise relates to the Rent has been established;
- (p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;
- (q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;
- (r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;
- (s) To the best of our knowledge, information and belief, the above expectations are reasonable; and
- (t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. (“DEF”) pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.”

4. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete “FINANCE LEASE” in the title of this Section and delete paragraph (d).

5. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following:

"If Lessee has not terminated the Lease in accordance with Section 5 of the Agreement and no Event of Default has occurred and is continuing, then upon payment of all Rent and other amounts due under this Schedule and the Agreement, at the end of the Lease Term, Lessee is entitled to Lessor's interest in the Products "AS IS, WHERE IS," without any warranty or representation by Lessor, express or implied, other than the absence of any liens by, through or under Lessor. Lessee will deliver to Lessor documents reasonably requested by Lessor to give public notice of Lessor's interest in the Products."

6. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

7. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

DELL FINANCIAL SERVICES L.L.C.

"Lessor"

By: _____

Name: _____

Title: _____

Date: _____

[LESSEE LEGAL NAME]
PC as a SERVICE
MASTER AGREEMENT SCHEDULE NO. _____

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER AGREEMENT NO. _____ ("Agreement") DATED _____, 20__ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit A attached to and made a part hereof.

PRODUCT SELLER: Dell Marketing LP, One Dell Way, Round Rock, TX 78682

Description	Number of Seats	Per Seat Fee	Rent
[Example: Equipment and Soft Cost Items set forth in Dell Quote # 123456]	[Example: 1,000]	[Example: \$50.00]	[Example: \$50,000]
Total:			\$

Total Product Acquisition Cost: \$ _____

Primary Term: _____

Rent is payable: _____ in advance; _____ in arrears [specify]

Payment Period: _____ Monthly _____ Quarterly _____

Pro-rated Rent: does not apply

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit A.

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

For the purposes of this Schedule: a "Seat" means a unit of Equipment and the Soft Cost Items linked with that unit.

Flexible Consumption Terms:

Provided that no Event of Default has occurred and is continuing, Lessee may give irrevocable written notice to Lessor of its intention to exercise one of the following three options: Flex Up; Flex Down; or a combination of Flex Up and Flex Down.

Flex Up

At any time during the Primary Term, Lessee may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval).

Flex Down

Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Lessee may remove up to ____% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Lessee is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Combination

Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Customer may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval)

MASTER LEASE AGREEMENT SCHEDULE NO. _____

while at the same time removing up to ____% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Customer is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Extension Option

Provided that no Event of Default has occurred and is continuing, Lessee has two options upon giving notice at least 30 days prior to the expiration of the Primary Term: (1) renew the Schedule for a mutually agreeable term, or (2) renew the Schedule on a month-to-month basis, terminable upon 30 days notice from either party to the other. For both Renewal Terms, the Rent shall be the same as the Rent during the Initial Term.

Holdover Period

If the Lessee has contracted with Dell for asset return services for a Seat, then Lessee is not liable for any amount beyond the Base Term unless Lessee has exercised the above Extension Option or, through its actions or inactions, prevented Dell from retrieving the Seat. Where Lessee prevented Dell from retrieving the Seat or has not contracted with Dell for asset return services for a Seat, then in the event Lessee has not returned the Seat in accordance with the Agreement, the Term will automatically extend for successive one-month terms in which case Lessee will pay Lessor the same Rent as during the Initial Term. Such one-month terms will continue until Lessor's receipt of the Seat.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit A.

[LESSEE LEGAL NAME]

(Lessee)

By: _____

(Authorized Signature)

(Name/Title)

(Date)

DELL FINANCIAL SERVICES L.L.C.

(Lessor)

By: _____

(Authorized Signature)

(Name/Title)

(Date)



**LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.
(SOFTWARE AND/OR MAINTENANCE ONLY FINANCING SCHEDULE)**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ and any amendments, if applicable ("Agreement") DATED _____ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in _____

Interest Rate: _____

Payment Period: _____

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION:

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest comprising the Rent, and Purchase Price as of the applicable Purchase Date are shown in the chart on Exhibit "B", attached to and made a part hereof.

2. NATURE OF SCHEDULE. Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

3. PRODUCTS CONSISTING SOLELY OF SOFTWARE AND RELATED SERVICES. The Products covered by this Schedule consist exclusively of the Software identified on Exhibit A; that Lessee hereby acknowledges has been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 8 (Return); 10 (Alterations); 14(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of the Products consisting of Software licenses that would violate the underlying license agreement); and, 17 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5 (Appropriation of Funds); 6 (Licensed Materials); 12 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability;

Finance Lease); and 16 (Indemnification). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

4. ADDITIONAL PROVISIONS. For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder and subject to applicable law and the Software license agreement, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software or associated services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default or a non-appropriation pursuant to Section 5 with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Software licensor, Lessee authorizes Lessor to deliver a copy of this Schedule to the licensor as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional, subject to Lessee's right to non-appropriate pursuant to Section 5 of the Agreement. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that, except in the case of a non-appropriation pursuant to Section 5, it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, pursuant to applicable laws, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

5. ASSIGNMENT. Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with all applicable laws. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C.
By: _____	"Lessor"
Name: _____	By: _____
Title: _____	Name: _____
Date: _____	Title: _____
	Date: _____



Ancillary Documents:

Validity Opinion

Red Book Bond Tax Opinion (Tax Exempt
Leases over 5M)

8038 G

8038 GC

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. _____, dated _____, as of _____, and the Lease Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

**SAMPLE OPINION LETTER FOR TAX-EXEMPT LEASE PURCHASE TRANSACTIONS
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: Dell Financial Services L.L.C.
12234 N. IH 35
Austin, TX 78753-1705
ATTN: _____

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and in that capacity we have examined Master Lease Agreement No. _____, dated as of _____, 20____, and the Tax Exempt Lease Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____, 20____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records, papers as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Code, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement;

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes;

(j) Lessee's obligation(s) under the Agreement is/are a State or local bond within the meaning of

Section 103 of the Code;

(k) The Agreement does not constitute an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code; and

(l) The interest portion of the Rent due under the Agreement is not includable in gross income for Federal income tax purposes under the Code and will not constitute a tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax imposed pursuant to Section 55 of the Code.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement and may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ► ☐	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a ☐	
b If bonds are BANs, check only box 19b ☐	
20 If bonds are in the form of a lease or installment sale, check box ☐	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		☐
41a	If the issuer has identified a hedge, check here ☐ and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
----------------------------	----------------------	------	---	------

Preparer Use Only

Firm's name ▶	Firm's EIN ▶
Firm's address ▶	Phone no.

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
► Go to www.irs.gov/Form8038GC for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ► ☐	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail isn't delivered to street address)		Room/suite	
4 City, town, or post office, state, and ZIP code		5 Report number (For IRS Use Only) [][][]	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one box: ☐ Single issue ☐ Consolidated return	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	► ☐
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	► ☐
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative		Date	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed PTIN
	Firm's name ►			Firm's EIN ►
	Firm's address ►			Phone no.

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.



Dell Financial Services Public Payment Agreement

DFS Public Payment Agreement Sep2021

**PAYMENT AGREEMENT – PUBLIC**

Customer:
Address:

Billing Contact:
Billing Address:

Software Licensor: [SW Licensor]

Vendor: [Name of reseller/seller]

Products: Software, equipment and services as described in [Description of Vendor Contract/Order/Agreement (s) #] ("**Agreement**")

This Payment Agreement ("**PA**") is made effective as of [DATE] between the Customer named above ("**Customer**") and Dell Financial Services L.L.C. ("**Payee**") pursuant to the following: Customer and the Software Licensor and/or Vendor have entered into the above referenced Agreement (including any addenda, amendments, exhibits and schedules attached thereto) in connection with the acquisition of "**Products**" including as applicable, certain equipment, software licenses ("**Licensed Software**"), and services to Customer. Pursuant to the Agreement, Customer is obligated to pay Vendor(s) the total fees described below ("**Fees**"). Payee and Customer have agreed that instead of Customer paying the Fees as described in the Agreement, Customer shall pay Payee installment payments ("**Payment Amounts**") as set forth in the Payment Schedule below and Payee shall pay the Vendor on Customer's behalf.

1. **FEES:** The Fees set forth in the Agreement consist of \$ [AMOUNT FUNDING TO VENDOR(s)] for Products. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. **PAYMENT SCHEDULE:** Customer shall pay the Payment Amounts in accordance with the schedule ("**Payment Schedule**") below, with each Payment Amount due and payable on the date indicated ("**Due Date**"). Customer shall remit Payment Amounts to the address noted in the invoice from Payee. **PAYMENT AMOUNTS DO NOT INCLUDE APPLICABLE TAX, UNLESS SPECIFIED OTHERWISE.**

3. **OBLIGATIONS ABSOLUTE:** For the purposes of this PA Products shall be conclusively deemed accepted upon receipt, subject to any right of return provided by the Vendor, and upon Customer's execution of this PA, Customer acknowledges that (i) it has selected the Products based on its own judgment and (ii) Payee is entering into this PA as an accommodation to Customer, and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PA and any remedies which Customer may have, at law or in equity, against Vendor or Software Licensor shall be made independently and without regard to this PA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule and subject only to Customer's right to non-appropriate under Section 7 herein, shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be withheld or subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Products or otherwise for any reason whatsoever, including but not limited to requirements applicable to negotiable instruments (such as presentment for payment and notice of dishonor); termination of the Agreement or any change in, update to or transfer of the Products. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or as provided for under any applicable Prompt Payment Act. . Customer hereby grants Payee a security interest in the Products (including Customer's right to use Licensed Software and to receive services, credits and refunds from Vendor) and all proceeds related to this PA, to the extent permitted by law. Payee may make related filings as Payee reasonably deems necessary. Customer agrees it is responsible for and will pay or reimburse Payee upon invoice for all government imposed taxes, duties, fines assessed or imposed on the PA, the Products and the Payment Amounts (but excluding taxes imposed on Payee's income) or any other amount payable with respect to the PA (collectively "Taxes").

4. **ASSIGNMENT; WAIVER OF DEFENSES, CLAIMS:** Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts to a third party ("Assignee"). Customer shall not transfer or assign any of Customer's rights or obligations under this PA or grant third-party liens or encumbrances in Products without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's or Software Licensor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of Products, their merchantability or fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Products or conformity of the Products to the provisions and specifications of any purchase order or orders relating thereto, and Customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the Products "AS IS". Payee and any Assignee shall have no liability to Customer or third parties for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Products, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer waives any claim that it may have against Payee for any loss, damage or expense caused by the Products or the Vendor or Software Licensor, even if holder has been advised of the possibility of such damage, loss, expense or cost. Customer acknowledges that Customer ordered the Products from Vendor, and that Customer may have rights under the Agreement and may be entitled to the benefit of warranties provided by Vendor or Software Licensor, and that Customer has received an accurate and complete

DFS Public Payment Agreement Sep2021

description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make any claims under the Agreement solely and directly against Vendor or Software Licensor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PA.

5. **DEFAULT, RIGHTS AND REMEDIES:** In the event (a) Customer fails to pay, when due, *any* Payment Amount on the Due Date, and such failure shall continue for a period of fifteen (15) days; (b) Customer materially breaches any term herein or other contract with Payee; (c) Customer materially breaches or terminates the Agreement; or (d) Customer invokes the protection of any bankruptcy or insolvency law (any of (a), (b), (c) or (d) above, a “**Default**”), then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice, and Vendor or Software Licensor may terminate (upon notification by Payee of Default) all of Customer's rights to use of the Licensed Software and services. After the occurrence of a Default hereunder by Customer, Customer agrees to immediately cease using the Licensed Software, to de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit. Customer further agrees to provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software and services. With regard to Products comprised of hardware or tangible personal property and following an uncured Default, Customer shall at Customer's expense, ship such Products to or make them available at Payee's designated location for the purpose of repossession, with clear and unincumbered title reverting back to and vesting in Payee. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts pursuant to applicable law, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

6. **FUNDING INTENT:** Customer intends to continue this PA for the entire Term and to pay all Payment Amounts and other costs and fees due hereunder. Customer reasonably believes that legally available funds in an amount sufficient to make all Payment Amounts during the Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which all Payment Amounts and other costs and fees due may be paid. Customer intends and Payee agrees that Customer's obligation to make Payment Amounts under the PA constitutes a current expense of Customer and is not to be construed to be a debt in contravention of applicable law or constitutional or statutory limitations or requirements on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

7. **NON-APPROPRIATION OF FUNDS:** Customer may terminate this PA in whole, but not in part, by giving at least sixty (60) days written notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate provided to Payee) certifying that: (a) sufficient funds were not appropriated and budgeted by Customer or will not otherwise be available beyond the current Fiscal Period for Payment Amounts or other costs and fees and (b) the Customer has exhausted all funds legally available for payment of such Payment Amounts or other costs and fees due under the PA beyond the current Fiscal Period. Upon termination of the PA, Customer's obligations under the PA (except those that expressly survive the end of the Term) and any interest in the Products shall cease and Customer shall surrender the Products in accordance with Section 5. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien, or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of this PA, including making budget requests for each Fiscal Period during each applicable PA Term for adequate funds to meet its obligations and to continue the PA in force.

8. **ESSENTIAL USE:** Customer represents that the use of the Products is essential to Customer's proper, efficient, and economic operation or to the service which Customer provides to its citizens. Customer expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable PA Term. The Products will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority.

9. **AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that: (a) Customer is a state or a political subdivision or agency of a state pursuant to Section 103 of the U.S. Treasury Code; (b) the entering into and performance of the PA is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which Customer is a party; (c) Customer has complied with all public bidding requirements, if applicable, and, where necessary, has properly presented the PA for approval and adoption as a valid obligation on Customer's part; and (d) Customer has sufficient appropriated funds or other monies available to pay all amounts due under the PA for Customer's current fiscal period. Upon Payee's request, Customer agrees to provide us with an opinion of counsel as to clauses (a) through (d) above, a secretary's or clerk's certificate of incumbency and authority, and other documents that Payee reasonably requests from time to time in a form satisfactory to Payee.

10. **CHOICE OF LAW:** This PA will be governed by and construed in all respects in accordance with the laws of the state in which the Customer is located without regard to conflicts of law principles. Subject to applicable laws, the parties' consent and submit to the jurisdiction of federal courts located within or for the county within the State where Customer is located, or as may otherwise be required by applicable law. The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. **EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY.**

11. MISCELLANEOUS: This PA including riders, attachments and exhibits, constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PA may be amended except by a written instrument signed by both Payee and Customer; provided that the parties agree that this PA may be amended by written notice from Payee to Customer to adjust the related Payment Amount (any increase up to 15% or any decrease) caused by any change to the Agreement, or to update Product descriptions. Performance under this PA will not violate Customer's bylaws, other agreement or judgement to which it is bound, or any law or regulation. No part of this PA is intended to permit or provide for payment of any amount in excess of lawful amounts. In the event any unlawful excess is collected, Payee shall apply such excess as credit or otherwise refund it to Customer, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent (if any) that this PA or related documentation constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PA shall be the copy designated by Payee from time to time, as the copy available for access and review by Customer and Payee. All other copies are copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, the authoritative copy may be restored from a backup, and the restored copy shall become the authoritative copy. Customer agrees to take actions and provide documentation (such as Certificates of Acceptance or financial information) reasonably requested by Payee to effect the intent of this PA. Customer agrees to maintain liability insurance naming Payee as loss payee and property insurance in commercially reasonable amounts adequate to cover repair or replacement of any equipment covered by this PA.

Payment Schedule

See attached Exhibit A.

Customer: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Payee: Dell Financial Services L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECRETARY OR CLERK'S CERTIFICATE OF INCUMBANCY AND AUTHORITY

Regarding the above referenced "**Contract**" between _____ ("**Customer**") and Dell Financial Services L.L.C. ("**DFS**")

The undersigned hereby certifies to DFS, including its successors and assigns, that:

- (a) the undersigned is the Secretary or Clerk of the Customer, which is a state or a political subdivision or agency of the state in which it is formed,
- (b) the signer on the Contract has full right, capacity and power and is duly authorized by all requisite governmental action to execute, deliver, and bind Customer to the Contract, and
- (c) the signature appearing on the Contract is in fact the signature of such signer.

By:* _____

Name: _____

Title: _____

Date: _____

* *The signers on the Contract and this Secretary/Clerk's Certificate of Authority must be two different authorized signatories.*

Exhibit A
Payment Schedule

[ADD AMORTIZATION TABLE HERE]

SAMPLE



Pharos Financial Services Public Master Lease Agreement



EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.

LESSOR: PHAROS FINANCIAL SERVICES L.P.

LESSEE:

Mailing Address:

One Dell Way
Round Rock, TX 78682

Principal Address:

Fax:
Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the

"Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE

AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force..

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after

reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or

proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in

the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Pharos Financial Services L.P., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN _____, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated

by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below,
to be effective as of the Effective Date.

{Lessee Name}

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.

**By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL
PARTNER**

"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____



Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the **Agreement** and any related Lease Schedule(s) from time to time thereunder between the Public Entity and **Customer** should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**
2. The Clerk, Secretary, etc. should insert the **Agreement** No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.)
of _____, a public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain **Master Lease Agreement No. _____** (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____
Name: _____
Title: _____
(Clerk or Secretary)
Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)
Date: _____

My commission expires: _____.

Billing and Schedule Information

Welcome to Pharos Financial Services (PFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your PFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit PFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit PFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USDFSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USDFSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Pharos Financial Services, L.P., Payment Processing Center Federal Tax ID# 04-3652033	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name:

Physical Address (primary location):

City, State, ZIP:

Federal Tax ID:

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation**:

Attention: Email Address:

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: Title:

Telephone Number: Email Address:

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Pharos Financial Services L.P.

If you are unable to issue purchase orders to PFS please specify how the PO will be issued:

Do you utilize blanket PO's? ☐ Yes ☐ No

Do you use a different PO for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

PFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your PFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held?

Fiscal Year is from to

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your PFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both PFS and the product vendor. Certificates intended for Leases should be issued to Pharos Financial Services, L.P. and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to PFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Pharos Financial Services L.P.
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

We appreciate for taking the time to provide the information above. Our goal is to provide a seamless schedule and invoice delivery. Thank you for choosing Pharos Financial Services.





Pharos Financial Services Lease Schedules

Fair Market Value

Software



**TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE:** The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. **END OF LEASE OPTIONS.**

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

- (i) purchase all of the Products at the Fair Market Value (as defined below);
- (ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
- (iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice if its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

"Lessee"

By: _____

Name: _____

Title: _____

Date: _____

PHAROS FINANCIAL SERVICES L.P.

By: PHAROS FINANCIAL SERVICES, INC. ITS
GENERAL PARTNER
"Lessor"

By: _____

Name: _____

Title: _____

Date: _____



**MASTER LEASE AGREEMENT SCHEDULE NO.
(SOFTWARE AND/OR SERVICES ONLY FINANCING SCHEDULE)**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. _____ AND ANY AMENDMENTS, IF APPLICABLE, ("Agreement") DATED _____ BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND _____ ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: _____

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Rent*</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in _____

Interest Rate: _____

Payment Period: _____

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

NATURE OF SCHEDULE: Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

PRODUCTS CONSISTING SOLELY OF SOFTWARE AND/OR SERVICES: The Products covered by this Schedule consist exclusively of the Software and/or services identified on Exhibit A; that Lessee hereby acknowledges have been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 7 (Return); 9 (Alterations); 13(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of any Products that would violate the underlying license, service or similar agreement); and, 16 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5

(Licensed Materials); 11 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability; Finance Lease); 15 (Indemnification); and, 21(i) (Limit on Interest Charges). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

ADDITIONAL PROVISIONS: For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software and services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software and obtaining the services, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and services, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Seller, Lessee authorizes Lessor to deliver a copy of this Schedule to the Seller as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, notwithstanding anything in the Agreement to the contrary, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}

"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.

**By: PHAROS FINANCIAL SERVICES, INC. ITS
GENERAL PARTNER**

"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. _____, dated _____, as of _____, and the Lease Schedule No. _____ to Master Lease Agreement No. _____ thereto, dated as of _____ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Dell EMC Master Flexible Consumption Agreements and Schedules

Dell EMC APEX Flex on Demand (FOD) – Public Sector Terms Only

This Exhibit states the public sector terms that apply specifically to the APEX Flex on Demand (FOD) offering for consumption-based as-a-service. The General Terms are incorporated by reference into this Exhibit, which is the public sector Master Flexible Consumption Agreement and sample Flex on Demand (FOD) Schedule(s). If there is a conflict between this Exhibit and the General Terms, this Exhibit controls.

This Exhibit is comprised of the following documents, which are hereby incorporated by referenced and attached on the following pages:

- 1. Master Flexible Consumption Agreement (MFCA) – Public Sector Only**
- 2. Flex on Demand (FOD) Schedule – Public Sector Only**

**MASTER FLEXIBLE CONSUMPTION AGREEMENT
APEX FLEX ON DEMAND TERMS AND CONDITIONS – PUBLIC SECTOR ONLY**



For DELL EMC Use Only
Contract ID _____

MASTER FLEXIBLE CONSUMPTION AGREEMENT – U.S. STATE & LOCAL GOVERNMENT

This Master Flexible Consumption Agreement (this “**Master Agreement**” or “**MFCA**”) is made effective as of _____ (the “**Effective Date**”) between the following parties:

EMC Corporation (“Dell EMC”)

176 South Street

Hopkinton, MA 01748

Email for Legal Notices: LegalNotices@emc.com

And

Xxxxxxxxxxxxxx (“Customer”)

Xxxxxxxxxxxxxx

Xxxxxxxxxxxxxx

Email for Legal Notices:

This MFCA governs Customer's access to and use of a configuration of Deployed Capacity on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the “**Schedule(s)**”). This MFCA shall govern each Schedule (including any related purchase order) that references this MFCA.

1. DEFINITIONS.

A. “Billing Period” means the period of time identified on a Schedule for which DELL EMC will invoice Customer for its Flexible Consumption.

B. “Customer Data” means all data stored on the Deployed Capacity by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith). As between Customer and DELL EMC, Customer Data is Customer's Confidential Information.

C. “Documentation” means the then-current, generally available, written user manuals and online help and guides provided by DELL EMC for Deployed Capacity.

D. “Flexible Consumption” means the amount of Customer's usage of the Deployed Capacity, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

E. “Flexible Consumption Fee” means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by DELL EMC for Customer's Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

F. “Flexible Consumption Period” means the time period identified as such on a Schedule, and any DELL EMC approved extension(s) thereto.

G. “Installation Site” means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Deployed Capacity, or a subsequent location approved by DELL EMC.

H. “Monthly Committed Capacity” means the amount of capacity the Customer commits to paying for each month as

specified in a Schedule regardless of its actual consumption of capacity.

I. “Deployed Capacity” means collectively: (a) “**Equipment**” (which is EMC-branded or Dell-branded hardware that DELL EMC provides to Customer under this Master Agreement); and (b) “**Software**” (any EMC-branded or Dell-branded programming code licensed to Customer as a standard product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. The Deployed Capacity exclude Third Party Products.

J. “Prime Contract” means, if applicable, the contract (Prime Contract) and any applicable purchase order, task order or delivery order between Customer and the state or local government entity for the Deployed Capacity and Support Services described in an applicable Schedule issued under this Agreement.

K. “Return” of Deployed Capacity means the earlier to occur of (a) DELL EMC taking possession of the Deployed Capacity at the Installation Site, or (b) DELL EMC receiving and accepting a return of the Deployed Capacity.

L. “Support Services” mean services for the support and maintenance of Deployed Capacity as described in the Applicable Schedule.

M. “Third Party Deployed Capacity” means hardware, software, or services that are not “Dell” branded, “EMC” branded, or “DELL EMC” branded.

N. “Warranty Period” means for a specific Deployed Capacity, the period of warranty coverage listed at: <https://www.delltechnologies.com/content/dam/digitalasset>

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2. SCHEDULES, PURCHASING, FEES AND PAYMENT.

A. Schedules. The description of the Deployed Capacity, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms informs Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.

B. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order, task order or delivery order pursuant to the Prime Contract, if applicable, to DELL EMC that incorporates by reference in its entirety the terms and conditions of such Schedule and this Agreement. DELL EMC indicates its approval of Customer's purchase order by (i) counter-signing a Schedule and any purchase order, task order or delivery order, if applicable, executed by Customer and (ii) shipping the applicable Deployed Capacity to Customer.

C. Authorization to Monitor; Flexible Consumption Fees. During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. DELL EMC is authorized to periodically monitor the Flexible Consumption in order to calculate the applicable Flexible Consumption Fee. DELL EMC may conduct such activity through the use of electronic means and/or on-site inspection by DELL EMC personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer's usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Deployed Capacity and DELL EMC. Customer authorizes DELL EMC to store at the Installation Site, or load onto Deployed Capacity used for electronic communications, such equipment and programming as may be needed by DELL EMC to track usage levels or perform any Support Services for Deployed Capacity and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give DELL EMC reasonable access thereto. DELL EMC shall cooperate with Customer to minimize the impact of any DELL EMC on-site inspection to Customer's operations.

D. Payment and Assignment. DELL EMC or if applicable, its assignee, shall invoice Customer monthly. Customer shall pay invoices in full and in the same currency as the invoice within thirty (30) days after the date of invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate under any applicable Prompt Payment Act, if any. No credit cards will be accepted as a form of payment. Payments to DELL EMC's assignee of any amounts due shall not be subject to reduction or setoff. Subject to any right of non-appropriation pursuant to Section 10.B herein, Customer's obligation to

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pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.

E. Taxes. The charges due hereunder and any other items provided by DELL EMC are exclusive of, and Customer shall pay or reimburse DELL EMC for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on DELL EMC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to DELL EMC. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.

F. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, DELL EMC is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than DELL EMC, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of monitoring, DELL EMC shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if DELL EMC is unable to monitor for a period of more than thirty (30) days, DELL EMC shall invoice, and the Customer shall pay, either (a) the maximum capacity of the Deployed Capacity, or (b) such other maximum rate described in the Schedule, if applicable. If DELL EMC is unable to monitor the Flexible Consumption due to any failure which is caused by DELL EMC (e.g. failure of the modem, software or other equipment used by DELL EMC to monitor Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. DELL EMC shall promptly notify Customer of an inability to electronically and or physically access the Deployed Capacity, as applicable, and work cooperatively to reestablish access.

3. DELIVERY, RISK, TITLE, USE AND RETURN.

A. Installation Site Preparation. On or before arrival of the Deployed Capacity, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Deployed Capacity; and (iii) servers and network connectivity required to support Deployed Capacity.

B. Deployed Capacity Shipment. DELL EMC shall deliver the Deployed Capacity by common carrier to the Installation Site. Software may be provided by (i) shipment

of physical media; or (ii) electronic download (when so offered by DELL EMC).

C. Risk of Loss. DELL EMC shall bear the entire risk of loss, theft, damage or destruction with respect to the DELL EMC Deployed Capacity until the time of arrival of the Deployed Capacity at the Installation Site(s) and Customer shall bear such risk from such time on until the Deployed Capacity is Returned. If any loss, theft, damage or destruction to the Deployed Capacity occurs during the time Customer bears such risk, DELL EMC shall be relieved of its Flexible Consumption obligations to the extent such event impacts DELL EMC's ability to provide such Flexible Consumption until such time as the Deployed Capacity is repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Deployed Capacity is materially damaged, stolen or destroyed, Customer shall promptly notify DELL EMC.

D. Customer Insurance Coverage. Subject to any applicable law or regulation to the contrary, Customer must insure the Deployed Capacity (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Deployed Capacity, and (b) loss or damage to the Deployed Capacity from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Deployed Capacity of the same nature as the Deployed Capacity would normally insure such Deployed Capacity. In regard to (a) and (b), DELL EMC will be named as co-insured and loss payee respectively, unless otherwise prohibited by law. Upon DELL EMC's prior written consent, Customer may meet the above insurance requirements with its existing self-insurance program, as provided under applicable law. Upon DELL EMC's request Customer must show DELL EMC evidence that the insurance required under this Master Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify DELL EMC of any loss claim and Customer must not settle any claims without DELL EMC's agreement.

E. Personal Property and Identification. Title to Deployed Capacity provided by DELL EMC pursuant to any Schedule remains with DELL EMC at all times and Customer shall have no right or interest in such Deployed Capacity except as provided in this Master Agreement and related Schedule. All Deployed Capacity shall remain personal property of DELL EMC notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of DELL EMC, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by DELL EMC; and (ii) not remove such without the prior written consent of DELL EMC. Customer may not change the Installation Site without DELL EMC's prior written consent. Customer shall give DELL EMC immediate written notice of any attachment or judicial process affecting the Deployed Capacity or DELL

EMC's ownership of which Customer becomes aware. In case the Equipment is installed at a third party Installation Site, Customer undertakes to notify in writing such third party that DELL EMC is the owner of the Equipment and that such Equipment (i) can not be treated as a fixture or fitting forming part of the third party property (ii) can not be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, DELL EMC have the right to enter the third party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

F. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer. The parties acknowledge and agree that DELL EMC does not handle, process, or direct the use of Customer Data.

G. Return of Deployed Capacity; Data Migration. Prior to any Return of Deployed Capacity, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Deployed Capacity) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Deployed Capacity will be Returned to DELL EMC. Customer is liable for any Return costs and shall reimburse DELL EMC for the reasonable value of any Deployed Capacity that is not Returned or is Returned in a condition that evidences damage in excess of reasonable wear and tear.

4. LICENSE TERMS. License Grant. Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided by DELL EMC during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Master Agreement. DELL EMC will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item.

5. WARRANTY.

A. DELL EMC Warranty. During the Warranty Period, DELL EMC will maintain a Deployed Capacity's ability to

perform substantially in accordance with the related Documentation. Customer shall promptly provide DELL EMC with written notice of any material defect of which it becomes aware. DELL EMC shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If DELL EMC fails to cure such defect within the Cure Period, DELL EMC's entire liability and Customer's exclusive remedy shall be for DELL EMC to substitute the defective Deployed Capacity with an identical or equivalent Deployed Capacity model.

B. Exclusions. DELL EMC shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Deployed Capacity related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Deployed Capacity is used or other causes beyond DELL EMC's control; (iii) installation, operation or use not in accordance with DELL EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Deployed Capacity was not designed; (v) modification, alteration or repair by anyone other than DELL EMC or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. DELL EMC has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without DELL EMC's consent or whose original identification marks have been altered or removed.

C. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO DEPLOYED CAPACITY, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, DELL EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS MASTER AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. DELL EMC AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

D. Customer Warranties.

(i). Validity and Documentation. Customer represents, warrants and covenants to DELL EMC and will provide to DELL EMC at DELL EMC's request all documents deemed necessary or appropriate by DELL EMC, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form

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satisfactory to DELL EMC) and Opinions of Counsel (in substantially such form as provided to Customer by DELL EMC and otherwise satisfactory to DELL EMC)(together "Documentation") to the effect that, as of the time Customer enters into this Agreement and each Schedule that:

(a) Customer is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the MFCA or any Schedule, with full power and authority to enter into this MFCA and any Schedules and perform all of its obligations under the Schedules;

(b) The MFCA and each Schedule have been duly authorized, authenticated and delivered by Customer by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this MFCA and each Schedule against Customer;

(c) This MFCA and each Schedule constitute the valid, legal and binding obligations of Customer, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Customer of the MFCA or any Schedule and the transactions contemplated thereby;

(e) Customer has complied with such public bidding requirements and other state and federal laws as may be applicable to the MFCA and any Schedule and the acquisition by Customer of the Deployed Capacity;

(f) The entering into and performance of the MFCA or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Customer; (ii) result in any breach of, or constitute a default under, any instrument to which the Customer is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of DELL EMC or on the Deployed Capacity, other than those created pursuant to this MFCA;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Customer, nor to the best of Customer's knowledge and belief is there any basis therefor, which if determined adversely to Customer will have a material adverse effect on the ability of Customer to fulfill its obligations under the MFCA or any Schedule;

(h) The Deployed Capacity is essential to the proper, efficient and economic operation of Customer or to the services which Customer provides to its citizens. Customer expects to make immediate use of the Committed Capacity, at a minimum, for which it has an immediate need that is neither temporary nor expected to diminish during

the applicable Flexible Consumption Period. The Deployed Capacity will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority; and

(i) Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Flexible Consumption Fees and other obligations under this MFCA and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

E. Operating Environment Warranty. Customer shall, at its expense, operate the Deployed Capacity with reasonable care and in accordance with the Documentation, and keep the Deployed Capacity located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

6. INDEMNITY.

A. IP Indemnity. DELL EMC will: (a) defend Customer against any third party claim that Deployed Capacity or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Deployed Capacity from DELL EMC ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by DELL EMC. In addition, should any Deployed Capacity or Support Service become, or in DELL EMC's opinion be likely to become, the subject of such a Claim, DELL EMC may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Deployed Capacity or Support Service; (b) modify the affected Deployed Capacity or Support Service to make them non-infringing; (c) replace the affected Deployed Capacity or Support Service with non-infringing substitutes; or (d) notify Customer to return the Deployed Capacity and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this Section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Deployed Capacity or Support Services, and nothing in this Master Agreement or elsewhere will obligate DELL EMC to provide any greater indemnity.

B. Exclusions from Indemnity. DELL EMC has no obligation under Section 6.1 above: (a) if Customer is in

material breach of this Master Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Deployed Capacity or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Deployed Capacity or Support Service was not designed, or use after DELL EMC notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Deployed Capacity or Support Service made by any person other than DELL EMC or its authorized representatives; (4) any modification to the Deployed Capacity or Support Service made by DELL EMC pursuant to instructions, designs, specifications or any other information provided to DELL EMC by or on behalf of Customer; (5) use of any version of a Deployed Capacity when an upgrade or newer iteration of the Deployed Capacity or Support Service made available by DELL EMC would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Deployed Capacity or Support Services.

C. Indemnification Process. DELL EMC's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to DELL EMC and taking reasonable steps to mitigate damages; (b) granting to DELL EMC the sole right to control the defense and resolution of the Claim; and (c) cooperating with DELL EMC in the defense and resolution of the Claim and in mitigating any damages.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF DELL EMC'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR DELL EMC'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE DEPLOYED CAPACITY, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF DELL EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR DELL EMC SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL,

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EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Limitation Period. All claims must be made within (i) the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. CONFIDENTIALITY.

A. Existing Non-Disclosure Agreement: If Customer and DELL EMC have a non-disclosure agreement in place as of the date of this Master Agreement, then that non-disclosure agreement shall supersede this Section 8. Where no such non-disclosure agreement exists Section 8.B shall apply.

B. Confidential Information. “Confidential Information” means any information that is marked “confidential” or “proprietary” or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party’s possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party’s Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Master Agreement or any Schedule or purchase order hereunder; and (b) protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to (1) Customer Data to which DELL EMC may have access in connection with the provision of Services, which shall remain Confidential Information until one of the exceptions stated in the above definition of Confidential Information applies; and (2) Confidential Information that constitutes, contains or reveals, in whole or in part, DELL EMC proprietary rights, which shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, the receiving party and its assignees may disclose Confidential Information to (A) other companies within the receiving party’s group, advisors, banks and agents for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such group companies, advisors, banks and agents comply with the foregoing; (B) to any third party for the purposes of raising funds secured on or collateralised by this Master Agreement and/or any Schedule

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(whether by way of bank loan or any other form of financing or fundraising or funding process); and (C) to the extent required by law, court order or regulation.

9. TRADE COMPLIANCE.

Customer’s usage of DELL EMC’s Deployed Capacity or Support Services and access to related technology (the “Materials”) are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

10. TERM; APPROPRIATION OF FUNDS; EVENTS OF DEFAULT; REMEDIES.

A. Master Agreement Term. This Master Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive. Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

B. Appropriation of Funds.

(i) Customer reasonably believes that legally available funds in an amount sufficient to make all Monthly Flexible Consumption Fees during the Flexible Consumption Period defined in Table 3.3 on each applicable Schedule and will do all things lawfully within its power (notwithstanding its right to self rule) to obtain and maintain funds from which Monthly Flexible Consumption Fees may be paid. The parties intend that the obligation of Customer to pay the Monthly Flexible Consumption Fee and other amounts due under a Schedule constitutes a current expense of Customer and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Customer’s current Fiscal Period.

(ii) Customer may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate or other such documentation as reasonably requested by and provided to DELL EMC) certifying that: (1) sufficient funds were not appropriated and budgeted by Customer's governing body or will not otherwise be available to continue the Schedule beyond the current Fiscal Period; and (2) that Customer has exhausted all funds legally available for payment of the Monthly Flexible Consumption Fee beyond the current Fiscal Period. Upon termination of the Schedule, Customer's obligations under the Schedule (except those that expressly survive the end of the Flexible Consumption Period) and any interest in the Deployed Capacity shall cease and Customer shall surrender the Deployed Capacity in accordance with Section 3.F and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity is located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented price of any component(s) of the DELL EMC Deployed Capacity not returned by Customer and for any damage to the DELL EMC Deployed Capacity beyond normal wear and tear. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection B.

(iii) Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Flexible Consumption Period for adequate funds to meet its obligations hereunder and to continue the Schedule in force.

C. Events of Default. Notwithstanding Customer's rights under Section 10 B. to non-appropriate, the occurrence of any of the following in connection with the MFCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer

is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

D. Remedies. If an Event of Default shall occur, DELL EMC may exercise any one or more of the following remedies: (i) immediately terminate any or all Schedules; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Deployed Capacity as provided in Section 3G and/or if requested by DELL EMC, assemble the Deployed Capacity in a single location designated by DELL EMC granting DELL EMC the right to enter the premises where such Deployed Capacity is located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for DELL EMC to recover such Deployed Capacity. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred by DELL EMC in retaking possession of the Deployed Capacity and/or seeking to recover amounts due. DELL EMC shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Deployed Capacity under this Subsection D.

11. MISCELLANEOUS.

A. Notices. Notice to DELL EMC under this Master Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to: Dell_Legal_Notices@dell.com. All such notices will be effective upon receipt.

Dell EMC

Attn: Contracts Manager

Dell Legal Department

One Dell Way, Round Rock, TX 78682

B. Entire Agreement. This Master Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Master Agreement and/or Schedule, shall be null and void and of no legal force or effect,

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C. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by DELL EMC or its assignee of the right to receive payments and related rights due by Customer (iii) the purchase of all or substantially all of DELL EMC's assets or any deemed assignment or transfer by DELL EMC by reason of merger, consolidation, change-in-control or corporate reorganization. DELL EMC may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that DELL EMC remains responsible to Customer for the Services' performance.

D. Governing Law.

This Master Agreement is governed by the laws of the State in which Customer is located. Subject to applicable state and local laws, the exclusive venue for all litigation arising between the parties related to this Agreement and any Schedules issued hereunder shall be in the federal courts sitting within the State in which Customer is located. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY..

E. Waiver. Failure to enforce a provision of this Master Agreement will not constitute a waiver.

F. Independent Contractors. The parties shall act as independent contractors for all purposes under this Master Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

G. Financial Statements. In addition to providing the Documentation that may be requested by DELL EMC under Section 5D(i) above, Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as DELL EMC may from time to time reasonably request and subject to the applicable confidentiality terms as provided for in Section 8.

H. Severability. If any part of this Master Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

I. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this MFCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this MFCA (as amended) In the event of a conflict between the terms of the MFCA and any Prime Contract, the MFCA shall prevail.

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Master Agreement as of the Effective Date.

EMC Corporation ("Dell EMC")

By: _____

Name (Print): _____

Title: _____

CUSTOMER NAME ("Customer")

By: _____

Name (Print): _____

Title: _____

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**APEX FLEX ON DEMAND SCHEDULE TO THE MASTER FLEXIBLE CONSUMPTION AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS – PUBLIC SECTOR ONLY**



For DELL EMC Use Only
Contract ID _____

Flexible Consumption Schedule (Flex on Demand) – U.S. STATE & LOCAL GOVERNMENT

This Flexible Consumption Schedule (the “**Schedule**”) sets forth the terms under which the customer identified below (“**Customer**”) may access and use certain Deployed Capacity from the Dell entity identified below (“**DELL EMC**”). Customer’s use of the Deployed Capacity is subject to the terms of this Schedule and the **Governing Agreement** identified below.

Effective Date: _____	Governing Agreement: Customer’s existing Master Flexible Consumption Agreement with DELL EMC dated on or about: _____
Name of Dell EMC entity (“DELL EMC”): EMC CORPORATION 176 SOUTH STREET HOPKINTON MA 01748	Name of Customer: [xxxxx] Xxxx Xxxxxxx

1. Effective Date, Commencement Date.

1.1 Schedule Effective Date and Transaction Start Date. This Schedule expresses the current understanding of DELL EMC and Customer with regard to the Deployed Capacity listed on the Attachment 1 hereto. This Schedule, when signed by DELL EMC and Customer takes effect as of the **Effective Date** shown above.

1.2. Commencement Date. The Flexible Consumption Period shall begin on either (i) the first day of the first month following the date the Deployed Capacity has been installed at the Installation Site, or, if Customer delays the installation process or if Customer’s facility is not prepared for the installation of Deployed Capacity, (ii) the first day of the second month following the Deployed Capacity’s arrival at the Installation Site (as applicable, the “**Commencement Date**”).

2. Listing of Deployed Capacity; Unit of Measure (“UOM”) for Software; Level of Support Services.

2.1 Deployed Capacity. The Deployed Capacity subject to this Schedule is listed on the Attachment 1 hereto.

2.2 Unit of Measure for Software. A complete description of the Unit of Measure applicable to each unit of Software listed on the Attachment 1 is contained in the Software Use Rights Guide at <https://www.dell EMC.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/products/data-protection/h2483-sw-use-rights.pdf>

2.3 Support Services. The following Table 2.3 specifies the level of Support Services to be provided for all Deployed Capacity during the Flexible Consumption Period.

Table 2.3 – Level of Support Services	
Support Services Level is:	Xxxxxxxxxxx

2.4 Support Services Terms. Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport for Enterprise: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16453-dellemc-prosupport-mc-option.pdf>.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport Plus for Enterprise: <https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/offering-overview-documents/services/h16454-dellemc-prosupport-plus-option.pdf>.

Support Services identified in a Schedule relating to Dell-branded and EMC Branded Deployed Capacity will be provided in accordance with and pursuant to the following terms for ProSupport One for Data Center: <https://www.delltechnologies.com/content/dam/documents-and-videos/dv1/en/services/support/legal-pricing/dell-emc-prosupport-one-for-data-center.pdf>.

3. BILLING/METRICS. PURCHASE ORDER, FLEXIBLE CONSUMPTION PERIOD AND RENEWALS.

3.1 Billing Metrics and Flexible Consumption Period. Customer is authorized to use all or a portion of the Deployed Capacity and receive Support Services thereon only during the **Flexible Consumption Period** as described in Table 3.3 below. During the Flexible Consumption Period, DELL EMC will measure the usage of the Deployed Capacity on a daily basis and issue a monthly invoice, in arrears, to Customer that reflects the amount of average usage during the prior month. The monthly Flexible Consumption Fee for

usage is based on a minimum committed amount of use (the “**Monthly Committed Capacity**”) plus any usage in excess thereof (use of the “**Monthly Reserve Capacity**”). The Metered Total Capacity, Monthly Committed Capacity and Reserve Capacity are measured by means of the following metric:

3.2 Capacities and Asset Metering. Prior to Billing, Dell EMC will provide Customer a monthly usage report, which reflects both the Metered Total Capacity of the Deployed Capacity and the Monthly Committed Capacity as a Percentage of that Metered Total Capacity. “**Metered Total Capacity**” means the reported capacity of the Deployed Capacity based upon Customer’s storage configuration in the applicable environment. Monthly reports will reflect the Metered Total Capacity of Deployed Capacity as reported by the asset and will scale the Monthly Committed Capacity in line with the Monthly Committed Capacity as a Percentage of Metered Total Capacity (see table 3.3). The committed Monthly Flexible Consumption Fee, the Monthly Unit Rate (Charge per GiB per Month) and the Monthly Committed Capacity as a Percentage of Metered Total Capacity remain fixed.

3.3 Rate, Billing Period and Flexible Consumption Fee; Reserve Capacity Cap. Table 3.3 sets forth the Billing Period, Monthly Unit Rate, the Flexible Consumption Period and Fee for the Monthly Committed Capacity. The Flexible Consumption Fee per Billing Period is the sum of the fee for the Monthly Committed Capacity and plus the fee for the Reserve Capacity, if any, used during that Billing Period. These fees are calculated by multiplying the applicable amount of use by the Monthly Unit Rate. In no event shall the Flexible Consumption Fee for any Billing Period be less than that which would apply to the Monthly Committed Capacity. Without limiting the foregoing, Customer is responsible to pay DELL EMC the fees for the Monthly Committed Capacity in accordance with the terms and conditions of this Schedule even if Customer’s actual usage is less than the Monthly Committed Capacity. If the monthly use is not greater than the Monthly Committed Capacity, no Reserve Capacity fee shall be due. If the monthly use exceeds the Monthly Committed Capacity, DELL EMC shall calculate the amount of the Reserve Capacity usage, using the Monthly Unit Rate set forth in Table 3.3 and include the amount in the next monthly invoice issued by DELL EMC..

Table 3.3 – Billing Information	
Flexible Consumption Period begins on	The Commencement Date
Flexible Consumption Period duration is:	xxxxx (xx) months, but continues thereafter on a month-to-month basis until all Deployed Capacity is made available for pick-up by DELL EMC.
Billing Period	Monthly (in arrears)
Monthly Committed Capacity as a Percentage of Metered Total Capacity	Xxxx
Monthly Unit Rate (Charge per GiB per Month)	Xxxxx
Monthly Flexible Consumption Fee for Monthly Committed Capacity	Xxxxx

Dell EMC shall charge Customer the Monthly Unit Rate for use of Reserve Capacity above the Monthly Committed Capacity up to eighty-five (85%) percent of the Metered Total Capacity, and Customer’s use of the Reserve Capacity between 85% and 100% of the Metered Total Capacity be at no charge to Customer (“Reserve Capacity Cap”) except in cases of: (i) interruption of monitoring when customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

3.4 Purchase Order Requirements. Customer’s initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer’s purchase order(s) issued to DELL EMC in connection with this Schedule. If DELL EMC reasonably determines that the amount of Customer’s original purchase order will not cover the actual Flexible Consumption Fee, then DELL EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	\$X,XXX,XXX

3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period. During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When DELL EMC and Customer have agreed on the increase, DELL EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and DELL EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period

80%	\$ -	\$ -	\$ -
70%	\$ -	\$ -	\$ -
60%	\$ -	\$ -	\$ -
	48 Months	54 Months	60 Months

3.6 Renewal and/or Month-to-Month Extension. Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify DELL EMC that Customer no longer wishes to use the Deployed Capacity. Customer shall completely migrate its information and data off of the Deployed Capacity and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Deployed Capacity will be returned to DELL EMC. However, until Customer notifies DELL EMC that Customer has removed its data and the Deployed Capacity has been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to DELL EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

4.1 Delivery. DELL EMC shall deliver all Deployed Capacity to the “Ship-To” address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, DELL EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.

4.2 Deployment Services. Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.

4.3. Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).

Licensed Software Ship-To Address (one address):	Installation Site(s), if any:

5. Miscellaneous. Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by DELL EMC, the assignee shall have all DELL EMC’s rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against DELL EMC or any third party. Customer and DELL EMC agree that a signed Schedule may be amended by written notice from DELL EMC to Customer provided such notice is to correct the serial (or service tag) number of Deployed Capacity.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC CORPORATION (“DELL EMC”)

By (Sign): _____

Name (Print): _____

Title: _____

ABC (“Customer”)

By (Sign): _____

Name (Print): _____

Title: _____

customer is at fault (Section 2.F of the MFCA), or (ii) Customer is in default of this Schedule, where in either case Dell EMC will continue to invoice for use up to 100%. Dell EMC shall issue invoices referencing this Schedule.

- 3.5 Purchase Order Requirements.** Customer's initial purchase order must specify an amount that is at least equal to the monthly Flexible Consumption Fee for the Monthly Committed Capacity multiplied by the number of months in the Flexible Consumption Period. That minimum amount of the purchase order is shown in Table 3.4 below. Customer shall pay all invoices for Flexible Consumption Fees, including, but not limited to, those that contain charges for use of Reserve Capacity, regardless of whether or not such amounts exceed the amount of Customer's purchase order(s) issued to Dell EMC in connection with this Schedule. If Dell EMC reasonably determines that the amount of Customer's original purchase order will not cover the actual Flexible Consumption Fee, then Dell EMC will notify and discuss the situation with Customer. Upon agreement on the additional funds, Customer shall promptly issue a related purchase order for that additional amount.

Table 3.4 – Purchase Order Amount	
Customer Purchase Order amount is:	\$X,XXX,XXX

- 3.5 Increasing Monthly Committed Capacity/Flexible Consumption Period.** During the Flexible Consumption Period, Customer may increase (i) its Monthly Committed Capacity; or (ii) both the duration of the Flexible Consumption Period and the Monthly Committed Capacity at the applicable Monthly Unit Rates stated in Table 3.5 below. To do so, Customer must agree to the increase in an amendment to this Schedule. When Dell EMC and Customer have agreed on the increase, Dell EMC shall prepare and send an amendment to Customer using the pricing in Table 3.3. The parties shall indicate their acceptance by signing the amendment and Dell EMC shall invoice Customer based on the new pricing pursuant to the amendment. When extending the duration of the Flexible Consumption Period, the revised duration continues to be measured from the original Commencement Date of the Flexible Consumption Period. If the duration of Flexible Consumption Period was thirty (36) months and the amendment adds six (6) months, then the new Flexible Consumption Period is a total of forty-two (42) months, beginning on the original starting date. The revised Monthly Unit Rate commences on the first day of the first month following the month in which the amendment becomes effective. In no event shall the amendment have any retroactive effect.

Table 3.5 – Pricing for Increases Monthly Committed Capacity/Flexible Consumption Period			
STORAGE			
80%	\$ -	\$ -	\$ -
70%	\$ -	\$ -	\$ -
60%	\$ -	\$ -	\$ -
	48 Months	54 Months	60 Months
MEMORY			
80%	\$ -	\$ -	\$ -
70%	\$ -	\$ -	\$ -
60%	\$ -	\$ -	\$ -
	48 Months	54 Months	60 Months

- 3.6 Renewal and/or Month-to-Month Extension.** Prior to the expiration of the applicable Flexible Consumption Period, Customer shall notify Dell EMC that Customer no longer wishes to use the Products. Customer shall completely migrate its information and data off of the Products and establish a mutually convenient date, coinciding with the end of a Billing Period, when the Products will be returned to Dell EMC. However, until Customer notifies Dell EMC that Customer has removed its data and the Products have been returned, Customer shall continue to pay the then currently applicable Flexible Consumption Fee on a month-to-month basis. In order to implement a new agreement, Customer must issue a new purchase order that complies with the requirements of the new agreement. Customer agrees to pay all charges incurred on a month-to-month extension regardless of whether or not it has issued a purchase order to Dell EMC.

4. DELIVERY, INSTALLATION AND IDENTIFICATION.

- 4.1 Delivery.** Dell EMC shall deliver all Products to the "Ship-To" address stated in Table 4.3 below. Where Software is provided in a form that is embedded on the Equipment, Dell EMC will enable any required license keys (meaning information needed to enable activation and use of the Software) by electronic means.
- 4.2 Deployment Services.** Deployed Services, subject to this Schedule, are listed on the Attachment 1 hereto. Other services, may be made available under a separate contract signed by the parties.
- 4.3 Shipment and Installation Site(s).**

Table 4.3 – Shipment and Installation Site(s).

Table 4.3 – Shipment and Installation Site(s).	
Licensed Software Ship-To Address (one address):	Installation Site(s), if any:

5. **Miscellaneous.** Unless otherwise set forth above, the terms and conditions of the Governing Agreement shall apply to, and shall be considered incorporated into, this Schedule. The terms and conditions in this Schedule are deemed to be confidential information in accordance with the Governing Agreement. In the event of the assignment of this Schedule by Dell EMC, the assignee shall have all Dell EMC's rights hereunder, but none of its obligations, and upon receipt by Customer of written notice of any such assignment, Customer shall make all Flexible Consumption Fee payments thereafter becoming due under any assigned Schedule to such assignee, and in regards to the Committed Capacity portion of that Fee, without regard to any set-off, defense or counter claim that Customer may have against Dell EMC or any third party. Customer and Dell EMC agree that a signed Schedule may be amended by written notice from Dell EMC to Customer provided such notice is to correct the serial (or service tag) number of Products.

The parties have caused their authorized representatives to sign and this Schedule becomes effective as of the Effective Date.

EMC Corporation ("Dell EMC")

By (Sign): _____

Name (Print): _____

Title: _____

ABC ("Customer")

By (Sign): _____

Name (Print): _____

Title: _____

Attachment 1

Product list to be added

DELL EMC PROPRIETARY AND CONFIDENTIAL



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 13, 2025

Ms. Ashley Salinas
Contract Program Manager
Dell Marketing LP.
One Dell Way
Round Rock, TX 78682

Sent via email to: a.salinas@dell.com

Re: Renewal of Region 14 ESC Contract #01-143, Technology Solutions, Products and Services

Dear Ms. Salinas:

Region 14 Education Service Center is pleased to announce it is renewing contract #01-143, Technology Solutions, Products and Services for the period December 1, 2025 through November 30, 2026, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signed by:

Emily Jeffrey

4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

**ADDENDUM
TO
DELL FINANCIAL SERVICES, LLC
LEASE AGREEMENT**

This Addendum (herein "Addendum") amends the Dell Financial Services, LLC lease agreement, including any master agreement and all associated schedules, attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (collectively "Agreement") between Dell Financial Services, LLC (herein "Lessor") and Murfreesboro City Schools (herein "District"). In consideration of using Lessor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. This Addendum is incorporated into the Agreement, including any master agreement and each individual lease schedule or other transaction document executed pursuant thereto. This Addendum shall be physically attached to or incorporated by reference into each such schedule, and its terms shall control over any conflicting or inconsistent provision in the Agreement or any schedule.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring District to indemnify or hold harmless Lessor or any other person or entity and any limitation of liability in favor of Lessor is deleted. No provision of this Agreement shall act or be deemed a waiver by District of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow District to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and District reserves all rights afforded to local governments under law for all general and implied warranties.
3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, District must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Lessor or provide Lessor with notice or the time to obtain a protective order. District does not

have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

4. **Termination for Convenience.** District or Lessor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until sixty (60) days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of contract by either party. Upon such termination, Lessor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the District shall be sent to:

Director of Schools
Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN 37127

The District may terminate this Agreement, including any related lease schedule, for convenience upon sixty (60) days written notice without penalty, liquidated damages, or accelerated payment obligations.

5. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
6. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure. Nothing in the Agreement shall be construed to require the District to submit to binding arbitration, mandatory mediation, or any other form of alternative dispute resolution unless expressly agreed to in writing by the District after the dispute arises.
7. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between District and Lessor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent

jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

8. **Accessibility.** If the products or services provided under this Agreement include any software, online components, or other digital content, Lessor warrants that such products or services conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA and the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and implementing regulations. Lessor shall, upon request, provide the District with a current Voluntary Product Accessibility Template (VPAT) or comparable documentation demonstrating compliance. Lessor shall promptly address and remediate any accessibility deficiencies identified by the District. Failure to comply with this provision shall constitute a material breach of the Agreement.
9. **Non-appropriation.** Lessor acknowledges that District is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement, and any unused payment made to Lessor shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon District to reimburse Lessor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Lessor, FPPs, or Payment Processing Partners in relation to any event. Notwithstanding any provision in the Agreement or any related lease schedule, the District's non-appropriation clause shall control. In the event funds are not appropriated or made available for any fiscal year, the District shall have no further payment obligation beyond the last day of the funded fiscal year, and no penalties, liquidated damages, or accelerated payments shall be due.
10. **Return/End-of-Term Costs.** Any requirement that the District return leased equipment at the end of term shall be subject to the District's prior written approval of any costs associated with such return. The District's obligation shall be limited to actual, reasonable, and documented shipping and handling expenses.
11. **Fair Market Value Determination.** The Agreement provides the District with an option to purchase leased equipment at the end of the term for its fair market value ("FMV"). The parties agree that any determination of FMV shall be made in accordance with the process set forth in the Agreement; however, such FMV must be reasonable, commercially justifiable, and documented in writing. Any appraisal or valuation used in the FMV determination shall be conducted by a qualified independent appraiser mutually agreed upon by the parties, or otherwise in accordance with a valuation method mutually agreed upon by the parties in writing. No unilateral determination by Lessor or its designee shall be binding upon the District absent such mutual agreement.
12. **Insurance Obligations.** Any requirement that the District obtain insurance naming Lessor or any third party as additional insured or first loss payee shall apply only to the extent permitted under Tennessee law, and only to the limits and coverages available under the District's existing insurance policies.

13. **No Taxes.** As a tax-exempt entity, The District is exempt from sales, use, and personal property taxes. The Agreement shall recognize the District's tax-exempt status and the District shall have no obligation to reimburse Lessor for taxes from which it is exempt.
14. **Warranty.** Lessor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Lessor. If it does not perform as warranted, Lessor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Lessor. If it cannot correct the products within a reasonable period of time, Lessor shall refund the purchase price of the products. Any 'AS IS' or warranty disclaimer shall be enforceable only to the extent permitted under Tennessee law and shall not waive any rights or remedies available to the District under applicable law.
15. **Iran Divestment Act Compliance.** In compliance with the Iran Divestment Act, T.C.A. § 12-12-101 *et seq.*, the Lessor certifies that it is not on the list created pursuant to T.C.A. § 12-12-106 and will not utilize any subcontractor on that list to perform work under this Agreement.
16. **Prohibition on Boycott of Israel.** In accordance with T.C.A. § 12-4-1 *et seq.*, the Lessor certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by Tennessee state law.
17. **Nondiscrimination.** The Lessor shall not discriminate against any person on the basis of race, color, religion, creed, sex, national origin, age, disability, veteran status, or any other category protected by applicable federal or state law in the performance of this Agreement. The Lessor shall comply with all applicable federal and state nondiscrimination laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964.
18. **Debarment and Suspension.** The Lessor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency.
19. **Records Retention and Audit.** The Lessor shall maintain complete and accurate records related to performance under this Agreement for a period of not less than five (5) years following the later of final payment or contract expiration. The District, its auditors, or other authorized representatives shall have access to such records for purposes of audit, examination, and copying, at no additional cost to the District.
20. **No Contingent Fees or Gratuities.** The Lessor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Lessor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
21. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

22. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
23. **Severability.** If any provision of this Addendum or the Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
24. **Assignment.** The Lessor shall not assign, transfer, or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the District.
25. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
26. **Counterparts.** This Addendum may be executed in one or more counterparts by District and Lessor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
27. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Addendum as of the dates set forth below.

Dell Financial Services, LLC

Murfreesboro City Schools

Signature

Bobby N. Duke, III., Director of Schools

Date

Date

Printed Name

Title

Approved as to form:

Lauren Bush, Assistant City Attorney

PUBLIC TECHNOLOGY ROTATION SCHEDULE NO. TBD

This Schedule is subject to Framework Subscription Agreement No. TBD

The Product description and location can be found in the attached Exhibit A.

Supplier: Dell Marketing L.P. One Dell Way Round Rock TX 78682

Customer Purchase Order No.	Fees	Term in months	Commencement Date	Total Product Acquisition Cost
TBD	\$204,654.37	48	TBD	\$831,050.00

Fees are payable Annually in Advance

End of Term Options: At least 60 days before the end of the Term, the Customer will give DFS irrevocable notice of its intention to:

- (i) purchase some or all of the Products at their Fair Market Value (defined below); or
- (ii) return all Products not purchased.

If any Product is not returned or purchased, this Schedule for the unreturned Product will automatically renew month-to- month at the same amount of Fees (pro-rated, if applicable), or some other term and amount agreed by the parties, until the Products are returned or purchased at the then Fair Market Value. Payments of Fees during a month-to-month extension are due as specified in DFS's invoice.

Fair Market Value is the in-place price of the Products as reasonably determined by DFS. Customer agrees to notify DFS of its' disagreement with the Fair Market Value within 10 days of receipt. DFS will then select an appraiser, reasonably acceptable to Customer. The amount determined by such appraiser shall be final. The parties agree to share the costs of such appraiser equally. Customer agrees to pay the Fair Market Value net 30.

DFS may extend the Commencement Date to the first of the month following the day the Customer returns this Schedule. Total Product Acquisition Cost includes shipping and taxes which the Customer is responsible for. Any Product sale by DFS is made AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT.

By signing below, each party agrees to be bound by the Subscription Agreement, this Schedule and the attached Exhibit A.

ACCEPTED BY:

Dell Financial Services L.L.C.

Murfreesboro City Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A



Prepared For:

MURFREESBORO CITY SCHOOL DIS'

June 9, 2025

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	48
Option	FMV
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
	4
	Payments

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	
3000191036274.1	Teacher Devices (Qty 1000)	\$831,050.00	1	\$831,050.00	0.24626	\$204,654.37
TOTALS				\$831,050.00		\$204,654.37

Proposal Expiration Date:

July 9, 2025

PLEASE NOTE:

Personal Property Taxes (PPT) do not apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.

Bobby Hadley

Enterprise Sales Account Manager

Dell | Financial Services

office + 1 512 720-6318

bobby.hadley@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.

PUBLIC TECHNOLOGY ROTATION SCHEDULE NO. TBD

This Schedule is subject to Framework Subscription Agreement No. TBD

The Product description and location can be found in the attached Exhibit A.

Supplier: Dell Marketing L.P. One Dell Way Round Rock TX 78682

Customer Purchase Order No.	Fees	Term in months	Commencement Date	Total Product Acquisition Cost
TBD	\$217,893.37	36	TBD	\$702,140.00

Fees are payable Annually in Advance

End of Term Options: At least 60 days before the end of the Term, the Customer will give DFS irrevocable notice of its intention to:

- (i) purchase some or all of the Products at their Fair Market Value (defined below); or
- (ii) return all Products not purchased.

If any Product is not returned or purchased, this Schedule for the unreturned Product will automatically renew month-to-month at the same amount of Fees (pro-rated, if applicable), or some other term and amount agreed by the parties, until the Products are returned or purchased at the then Fair Market Value. Payments of Fees during a month-to-month extension are due as specified in DFS's invoice.

Fair Market Value is the in-place price of the Products as reasonably determined by DFS. Customer agrees to notify DFS of its' disagreement with the Fair Market Value within 10 days of receipt. DFS will then select an appraiser, reasonably acceptable to Customer. The amount determined by such appraiser shall be final. The parties agree to share the costs of such appraiser equally. Customer agrees to pay the Fair Market Value net 30.

DFS may extend the Commencement Date to the first of the month following the day the Customer returns this Schedule. Total Product Acquisition Cost includes shipping and taxes which the Customer is responsible for. Any Product sale by DFS is made AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT.

By signing below, each party agrees to be bound by the Subscription Agreement, this Schedule and the attached Exhibit A.

ACCEPTED BY:

Dell Financial Services L.L.C.

Murfreesboro City Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Exhibit A

Prepared For:

MURFREESBORO CITY SCHOOL DIST

June 9, 2025

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	Term Option	36 FMV	Term Option	36 Finance
3000190772846.0	Student Devices (Qty 2000)	\$638,000.00	1	\$638,000.00	0.30537	Payments: Annual	\$194,826.06	Payments: Annual	
	Chromebook License	\$64,140.00	1	\$64,140.00		Consolidation: Monthly		Consolidation: Monthly	\$23,067.31
TOTALS				\$702,140.00		Payments Due: Advance	\$194,826.06	Payments Due: Advance	\$23,067.31

Proposal Expiration Date:
July 9, 2025

PLEASE NOTE:

Personal Property Taxes (PPT) do not apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Fair Market Value (FMV) Lease:

- Exercise the option to purchase the products at the then fair market value.
- Return all products to lessor at the lessee's expense.
- Renew the lease on a month to month or fixed term basis.

Finance Lease/Lease Purchase:

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Bobby Hadley

Enterprise Sales Account Manager

Dell | Financial Services

office + 1 512 720-6318

bobby.hadley@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.

Agenda Item Title: Consulting Agreement with Gallagher Benefit Services

Board Meeting Date: August 12, 2025

Department: Human Resources

Presented by: Dr. Trey Duke

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☐ |
| Action Item | ☒ |
| Reports and Information | ☐ |

Requires City Council Approval: Yes ☐ No ☒

Summary

Murfreesboro City Schools seeks approval to enter into a consulting agreement with Gallagher Benefit Services, Inc., effective January 1, 2026. Under this agreement, Gallagher will provide a wide range of employee benefits consulting services including renewal analysis, carrier negotiations, compliance support, communications, benchmarking, and plan design. Services will be coordinated with MyBenefitsChannel and TASC where applicable.

Staff Recommendation

Approval of the consulting agreement with Gallagher Benefit Services, Inc.

Fiscal Impact

Gallagher will receive carrier commissions as disclosed in Exhibit B of the agreement.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Known:** Every student will be *known* through whole-child programs and support.
- ☐ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- ☒ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- ☐ **Empowered:** Every student will be *empowered* through academic success

**AGREEMENT BETWEEN
MURFREESBORO CITY SCHOOLS
AND
GALLAGHER BENEFIT SERVICES**

This Addendum (herein “Addendum”) amends the Consulting Agreement, and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein “Agreement”) between Gallagher Benefit Services (herein “Service Provider”) and Murfreesboro City Schools (herein “District”). In consideration of using Service Provider’s form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Term.** This Agreement shall become effective as of the date of last execution, and shall continue thereafter until June 30, 2026, unless otherwise terminated by either party upon thirty (30) days written notice of termination.
3. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring District to indemnify or hold harmless Service Provider or any other person or entity and any limitation of liability in favor of Service Provider is deleted. No provision of this Agreement shall act or be deemed a waiver by District of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow District to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and District reserves all rights afforded to local governments under law for all general and implied warranties.
4. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, District must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Service Provider or provide Service Provider with notice or the time to obtain a protective

order. District does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

5. **Termination for Convenience.** District or Service Provider may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until sixty (60) days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of contract by either party. Upon such termination, Service Provider will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the District shall be sent to:

Director of Schools
Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN 37127

6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between District and Service Provider each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
9. **Types and Amounts of Insurance Coverage.** Service Provider shall secure and maintain the various insurance policies which, at a minimum, meet the requirements set forth herein, including: Worker's Compensation meeting the statutory limits required by the State of Tennessee, including liability limits no less than \$1,000,000.00 (one million dollars) General

and Professional liability insurance for all of its Service Providers at a rate of \$1,000,000.00 (one million dollars) per occurrence, and \$3,000,000.00 (three million dollars) in the aggregate. Coverage shall be maintained without interruption from the date of commencement of work until date of final payment. Service Provider shall give District written notice prior to the cancellation or change of any of the above-mentioned policies.

10. **Non-Discrimination.** There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, gender, age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability in compliance with (a) Section 503 or Section 504 of the Rehabilitation Act of 1973, as amended, (b) the Americans with Disabilities Act of 1990, as amended, and (c) applicable non-discrimination laws of the State of Tennessee.
11. **Iran Divestment Act of Tennessee.** Service Provider certifies, under penalty of perjury, that to the best of its knowledge and belief that Service Provider is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
12. **Non-Boycott of Israel.** Service Provider certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract.
13. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a service provider to the District.
14. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.
15. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
16. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

17. **Counterparts.** This Addendum may be executed in one or more counterparts by District and Service Provider. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

18. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

GALLAGHER BENEFIT SERVICES

MURFREESBORO CITY SCHOOLS

Signature

Bobby N. Duke, III
Director of Schools

Date

Date

Printed Name

Title

Approved as to form:

Lauren Bush, Assistant City Attorney

CONSULTING AGREEMENT

This Consulting Agreement (this “**Agreement**”) is made by and between Gallagher Benefit Services, Inc., (“**Gallagher**”) and Murfreesboro City Schools (“**Client**”).

Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, Client and Gallagher agree as follows:

1. **Engagement of Services**

Client hereby engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for Client under this Agreement, and for all purposes outlined in this document, Gallagher’s status will be that of an independent contractor for Client.

2. **Term and Termination**

The Effective Date of this Agreement is January 1, 2026. The term of Gallagher’s engagement under this Agreement (the “Consulting Period”) will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date. Either party may terminate this Agreement by giving the other party at least ninety (90) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. **Compensation**

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fees paid by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable, if any, to it by each insurance company at the time it presents rates to Client. The parties hereby agree that any Direct Client Fees for Consulting Services specified under Exhibit B shall be increased by an amount not to exceed three percent (3%) annually after the initial Consulting Period under this Agreement, unless otherwise agreed to by Gallagher. Client is responsible for payment of Gallagher’s fees (if applicable) within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement.

4. **Performance and Scope**

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party’s compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker

acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law. Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and Federal securities laws and implementing regulations) and, to the extent that Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited to insure Client's risks. The final decision to choose any insurance company has been made by Client in its sole and absolute discretion. Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. To the extent any additional administrative, claims representative or other services are required, the parties may enter into a separate agreement covering such additional services.

5. Confidentiality

(a) Confidential Information.

(i) As used in this Agreement, "**Confidential Information**" means any nonpublic, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and

regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement. The parties agree that Gallagher may de-identify or aggregate Client's Confidential Information such that no information may reasonably be linked to Client or any specific individual and may use the de-identified or aggregated information for data analytics, benchmarking, service enhancements and similar business purposes.

(ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

(iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information, and to comply with requests made pursuant to the Tennessee Public Records Act.

(b) HIPAA Privacy. Gallagher and Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, Client, as a representative of the health plans, and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

6. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party's: (i) breach of any representation, warranty or covenant made by such party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, special, exemplary, reliance, consequential or punitive damages, or for any attorneys' fees other than as described in Section 6(a) above (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise). Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$1,000,000. This provision

applies to the fullest extent permitted by applicable law. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

(c) Provisions in Section 6 (a) & 6 (b) above are applicable only to the extent permitted under applicable law.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Murfreesboro City Schools
Attention: Dr. Trey Duke - Director of
Schools
2552 South Church St. Suite 100
Murfreesboro, TN 37127

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Marisa Combs Smith or Wes
Dozier
8 Cadillac Drive
Brentwood, TN 37027

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Tennessee without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

(g) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

(h) Assignment. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

(i) Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the parties hereto and delivered to the other party.

(j) Survival of Provisions. Sections 3, 5, 6, and 8 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Murfreesboro City Schools

By:

Name: Dr. Trey Duke

Title: Director of Schools

Date: _____

GALLAGHER BENEFIT SERVICES, INC.



By:

Name: Kevin Mattice

Title: Area President

Date: _____

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an “as needed” basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier proposals
- Coordinate carrier negotiations
- Create employee contribution modeling reports as requested
- Assist with budget projections as requested
- Provide renewal alternatives with impact of benefit plan changes

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND REGULATORY COMPLIANCE SUPPORT:

- Provide legislative updates, including Compliance Alerts, Webinars, Technical Bulletins and Directions newsletter
- Evaluate plan design to assist with compliance with state and federal regulations
- Provide general information and guidance to assist with compliance with ACA, COBRA, HIPAA and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE:

- Provide assistance to Client’s HR/benefits contacts to help with resolving carrier service issues
- Coordinate and participate in annual service meetings with Client and select carriers

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes

- Review, coordinate and implement Client agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

MYBENEFITSCHANNEL

COORDINATE THE HUMAN RESOURCE TECHNOLOGY SERVICES PROVIDED BY CLIENT'S VENDOR, MYBENEFITSCHANNEL ("HR TECHNOLOGY SERVICES")

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

BENEFITS ADMINISTRATION

BENEFITS ADMINISTRATION SERVICES PROVIDED BY CLIENT'S VENDOR, MYBENEFITSCHANNEL ("BENADMIN SERVICES")

- Enrollment and Eligibility Management
 1. Assist Client with its open enrollment & train administrators to use Selerix (provided via MyBenefitsChannel) for on-going support for new hires, status changes, life events and terminations at Client's direction
 2. Assist Client with management of its Open Enrollment Process
- Provide Client with Administration Support as follows:
 - Vendor Management (Selerix via MyBenefitsChannel)
 - Coordinate and assist Client with Client's use and management of the Benefits Platform provided by Client's third-party vendor, pursuant to Client's contract. Update Client's information using the Benefits Platform at Client's direction. Gallagher and Client mutually agree that Gallagher shall not be liable for the technology and services provided by Client's vendor.
 - Ad-hoc Reporting as reasonably necessary

COBRA ADMINISTRATION

COORDINATE THE COBRA SERVICES PROVIDED BY CLIENT'S VENDOR, TOTAL ADMINISTRATIVE SERVICES CORPORATION (AKA TASC) ("COBRA SERVICES")

- Gather information and assist Client with accessing and using TASC COBRA services.
- Serve as the primary liaison between Client and TASC for the TASC services.

- Gallagher shall coordinate the payment on behalf of the Client of all uncontested and properly documented fees associated with the TASC services as outlined in the contract between the Client and TASC from compensation received by Gallagher pursuant to this Agreement.
- Gallagher and the Client mutually agree that Gallagher shall not be liable for services provided by TASC.

EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT

Line of Coverage / Service	Company	Commission¹	Third Party Compensation	Direct Client Fees²	Effective Date
Dental	BCBST	11%	N/A	N/A	1/1/2025
Vision	BCBST	10%	N/A	N/A	1/1/2025
GTL/ADD	US Able Life	10%	N/A	N/A	12/1/2024
VGTL	US Able Life	15%	N/A	N/A	12/1/2024
VADD	US Able Life	15%	N/A	N/A	12/1/2024
Accident	US Able Life	18% - year 1 7% - yrs 2-5 5%-yrs 6+	N/A	N/A	2/1/2025
Cancer Elite	US Able Life	18% - year 1 7% - yrs 2-5 5%-yrs 6+	N/A	N/A	2/1/2025
Critical Illness	US Able Life	18% - year 1 7% - yrs 2-5 5%-yrs 6+	N/A	N/A	2/1/2025
Term Life	US Able Life	10%	N/A	N/A	2/1/2025
Educators Disability	US Able Life	10%	N/A	N/A	2/1/2025
Universal Life	Trustmark	6.6% - yrs 1-10 .9% - yrs 11+	N/A	N/A	2/1/2025

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is affecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).
- Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24³, which protects both Client and Gallagher⁴, and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/us/about-us/disclosures. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

³ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

⁴ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

Agenda Item Title: First Extension of Professional Services Agreement with Ironsmith Fire, LLC

Board Meeting Date: August 12, 2025

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☐ |
| Action Item | ☒ |
| Reports and Information | ☐ |

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS entered into a Professional Services Agreement with Ironsmith Fire, LLC on November 4, 2024, for inspection, testing, maintenance, repair, and installation of fire suppression systems in accordance with Tennessee Fire Codes. The original contract term was through June 30, 2025, with two optional one-year extensions. The proposed action would exercise the district's option to extend the Agreement for the first renewal term, from August 12, 2025, through June 30, 2026, under the same terms and conditions.

Staff Recommendation

Approval of the First Extension of the Professional Services Agreement with Ironsmith Fire, LLC through June 30, 2026.

Fiscal Impact

The total cost of the contract is \$45,990.00, paid from the General-Purpose Fund.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Known:** Every student will be *known* through whole-child programs and support.
- ☒ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- ☐ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- ☐ **Empowered:** Every student will be *empowered* through academic success

FIRST EXTENSION OF PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
IRONSMITH FIRE, LLC

This First Extension (“Extension”) is made and entered into by and between Murfreesboro City Schools, a municipal school system of the State of Tennessee (the “District”), and Ironsmith Fire, LLC, a Tennessee limited liability company (the “Contractor”) as of the last date signed below.

WHEREAS, the District and the Contractor entered into a Professional Services Agreement dated November 4, 2024 (the “Agreement”), for the provision of fire suppression system inspection, testing, maintenance, repair, and installation services in accordance with Tennessee Fire Codes;

WHEREAS, the original term of the Agreement was from October 29, 2024, through June 30, 2025, and Section 1.3 of the Agreement provides that the District may, in its sole discretion, renew the Agreement for up to two (2) successive one-year renewal periods with written notice;

WHEREAS, the District desires to exercise its option to extend the Agreement for the first one-year renewal term, from July 1, 2025 through June 30, 2026, under the same terms and conditions as set forth in the original Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Extension of Term. Pursuant to Section 1.3 of the Agreement, the parties hereby extend the term of the Agreement through June 30, 2026. This is the first of two permitted renewal periods.
2. Compensation. The Contractor shall be compensated in accordance with Appendix A of the original Agreement. The not-to-exceed annual amount for services during this renewal period shall remain \$45,990.00.
3. Effect of Extension. Except as specifically amended by this Extension, all terms and conditions of the original Agreement shall remain in full force and effect and are hereby ratified and affirmed.
4. Effective Date. This Extension shall be effective as of August 12, 2025, contingent upon approval by the Murfreesboro City Schools Board of Education.

IN WITNESS WHEREOF, the parties have executed this Extension on the dates written below.

SIGNATURE PAGE FOLLOWS

Ironsmith Fire, LLC

Murfreesboro City Schools

Signature

Director of Schools

Date

Date

Printed Name

Approved as to form:

Title

Lauren Bush, Assistant City Attorney

Agenda Item Title: Annual Microsoft Licensing Renewal (CDW-G Quote #PMLM088)

Board Meeting Date: August 12, 2025

Department: Technology

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda ☐
Action Item ☒
Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS recommends approval of the annual renewal of Microsoft licensing through CDW-G, under Sourcewell Contract #121923. The licensing includes Microsoft 365 A3 and A5 subscriptions, Azure Active Directory Premium, and Windows Server licenses. These licenses support student and staff access to productivity, collaboration, and server tools essential to instructional and operational continuity. CDW-G provided a quote totaling \$66,317.90, which includes electronic distribution of all licenses.

Staff Recommendation

Approve the annual Microsoft software license renewal from CDW-G in the amount of \$66,317.90 as outlined in Quote #PMLM088.

Fiscal Impact

The total cost of the contract is \$66,317.90 to be paid from the General-Purpose fund.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Known:** Every student will be *known* through whole-child programs and support.
☒ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
☐ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
☐ **Empowered:** Every student will be *empowered* through academic success



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

APRIL ZAVISA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PMLM088	7/2/2025	PMLM088	2157959	\$66,317.90

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38391-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	1100	5419420	\$56.50	\$62,150.00
Microsoft Azure Active Directory Premium - subscription license - 1 user Mfg. Part#: 3R3-00001-12MO UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	400	3349250	\$7.00	\$2,800.00
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-D-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	20000	5419378	\$0.00	\$0.00
Microsoft Windows Server Standard Edition - License & Software Assurance Mfg. Part#: 9EM-00562 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	32	4325202	\$6.50	\$208.00
Microsoft 365 A5 Security - subscription license - 1 user Mfg. Part#: PYQ-00001-12MO Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	6	5810587	\$36.65	\$219.90
Microsoft Windows Server Datacenter Edition - license & software assurance Mfg. Part#: 9EA-00039 UNSPSC: 43233004 Electronic distribution - NO MEDIA	20	4325198	\$47.00	\$940.00

QUOTE DETAILS (CONT.)

Contract: Sourcwell 121923 CDWG-Software (121923)

SUBTOTAL	\$66,317.90
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$66,317.90

PURCHASER BILLING INFO**Billing Address:**

MURFREESBORO CITY SCHOOL
ACCTS PAYABLE
2552 S CHURCH ST
MURFREESBORO, TN 37127-6342
Phone: (615) 893-2313

Payment Terms: NET 30 Days-Govt/Ed**DELIVER TO****Shipping Address:**

MURFREESBORO CITY SCHOOL
ATTN:APRIL ZAVISA
2552 S CHURCH ST
MURFREESBORO, TN 37127-6342
Phone: (615) 893-2313

Shipping Method: ELECTRONIC DISTRIBUTION**Please remit payments to:**

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info****Phil Oberholtzer** | (877) 874-9064 | philobe@cdwg.com**Need Help?**

My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.

4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. DEALERS, AND DISTRIBUTORS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: <https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf>. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
5. *License to Software.* All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product.* Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

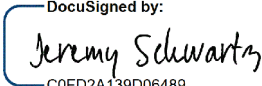
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

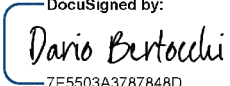
Sourcewell

CDW Government LLC

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 3/13/2024 | 9:46 PM CDT

DocuSigned by:

7E5503A3787848D...

By: _____
Dario Bertocchi
Title: Vice President Contract Operations

Date: 3/13/2024 | 2:12 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave
	Vernon Hills, IL 60061
Contact:	Debb Atnip
Email:	debb.atnip@cdw.com
Phone:	214-729-9078
HST#:	36-4230110

Submission Details

Created On:	Tuesday October 31, 2023 11:16:38
Submitted On:	Monday December 18, 2023 12:20:13
Submitted By:	Debb Atnip
Email:	debb.atnip@cdw.com
Transaction #:	ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address:	136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CDW Government LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1	*
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061	*
6	Proposer website address (or addresses):	www.cdwg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and \$24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with	

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

- We run our business with passion and integrity.
- We empower others to do their jobs.
- We keep our commitments.
- We treat others with respect.
- We resolve conflict directly.
- We listen.
- We include stakeholders in the decision process.
- We live our "philosophies of success" every day.
- We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

- It's only good if it's win/win.
- Good luck many times comes disguised as hard work.
- People do business with people they like.
- Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
- Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
- Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled \$3.5 billion in 2022 and more than \$24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used

- Recycling and composting of cafeteria waste

- Elimination of plastic bottles from vending machines in our offices and warehouses

- Elimination of single-use plastic cups

- Company-wide internal toner cartridge recycling program

- Recycling centers on each floor of our office locations

- Recycling chutes for certain materials at our distribution centers

- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

- 8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.

- Matching gifts programs up to \$2,000 per coworker per year. CDW has contributed more than \$1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.

- CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.

- Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:

- Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.

- Black Excellence Unlimited (BeU) provides resources and development

opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities.

Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW.

Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life.

Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans.

Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community.

Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers.

Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally.

Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.

11	What are your company's expectations in the event of an award?	CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions. We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract. Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership. Growth Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy. Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members. Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers. Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions Collaboration Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction. Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada. Partnership As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board. Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members. Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.
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12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol “CDW” on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract. CDW posted record net sales of \$24 billion in 2022, a 14 percent increase from then-record 2021 sales of \$21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years. 2022: \$24.0 billion 2021: \$21.0 billion 2020: \$18.5 billion 2019: \$18.0 billion 2018: \$16.2 billion 2017: \$14.8 billion Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period. We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution. In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated \$1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated \$2.9 billion in 2022. In addition, 2022 saw Net Sales of more than \$1.5 billion from each of our five largest vendor partners. Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent). In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized \$750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than \$5.5 billion to stockholders through share repurchases and dividends. We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.	*
13	What is your US market share for the solutions that you are proposing?	CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were \$20.8 billion.	*
14	What is your Canadian market share for the solutions that you are proposing?	CDW Canada's net sales in 2022 was \$1.4 billion, which represents a 2 percent share of its approximately \$77 billion addressable market in Canada. CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable market in the U.S., U.K., and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CDW•G answers a).If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html. While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019: 2023 (as of November): Named to inaugural World's Best Companies list – TIME Recognized as part of World's Best Employers list – Forbes Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In Recognized as one of America's most JUST Companies – JUST Capital Recognized among America's Top Corporations for Women's Business Enterprises – Women's Business Enterprise National Council (WBENC)

Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
 Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
 Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
 Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
 Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
 CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
 Honored with Corporate Champion Award – 1871
 Recognized as part of World's Best Employers list – Forbes
 CDW Canada named Top Solution Provider of the Year – Channel Daily News
 CDW received Channel Innovation Award – Channel Daily News

2022

Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
 Ranked on 2022 MSP 501– Channel Futures
 Selected for 2022 list of World's Best Employers – Forbes
 Named to World's Top Female-Friendly Companies list – Forbes
 Highlighted as part of annual Best Companies for Women list – Fairygodboss
 Named to the 2022 Best for Vets: Employers list – Military Times
 Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
 Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
 Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
 Received Global Customer Value Leadership Award – Frost & Sullivan
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021

Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named to list of America's Best Employers for 2021 – Forbes
 Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020

Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019

CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.
 Named to Future 50 – Fortune
 Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
 Named a Best for Vets Employer – Military Times
 Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
 Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
 CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
 Received an Employees' Choice Award – Glassdoor
 Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
 Recognized in Military Friendly Employers list – VIQTORY
 Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
 Named in list of the Best Places to Work in 2020 for large U.S.

		companies – Glassdoor Employees' Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.	
20	What percentage of your sales are to the governmental sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years. 2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6% 2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9% 2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%	*
21	What percentage of your sales are to the education sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years. 2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2% 2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6% 2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below. CDW•G: - Alabama Joint Purchasing (ALJP) - BuyQ National Charter School Contract - California Department of General Services (DGS) Laptops/Desktops - California IT in Education Association (CITE) Google Workspace - CalSAVE - Central Indiana Education Services Center (CIESC) - County of Riverside – Microsoft - E&I Cooperative Services - Educational Service Commission of NJ (ESCNJ) - Fairfax County Hardware and Software - Florida Technology Refresh Program – Seminole State College - Illinois Public Higher Education (IPHEC) - Internet 2 Consortium - Iowa Board of Regents - Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 - Michigan Computing Program (MMCP) - Mid-South Independent School Business Officers (MISBO) - Midwestern Higher Education Compact (MHEC) - Midwestern Higher Education Compact (MHEC) Massachusetts - NASPO ValuePoint - Audio Video Equipment and Supplies - Cloud Solutions - Software Value Added Reseller (SVAR) - New York City Department of Education (NYC DOE) - New York Office of General Services (NY OGS) - Omnia Partners - Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) - Regional Education Media Centers (REMC) Association of Michigan - School Project for Utility Rate Reduction (SPURR) - Texas Department of Information Resources (DIR) - The Association of Educational Purchasing Agencies (AEPA) - The Interlocal Purchasing System (TIPS) - The Quilt - US Educational Technology Purchasing Alliance (USETPA) - Wisconsin Counties Association (WCA) CDW Canada: - Ontario Education Collaborative Marketplace (OECM) - End-User Computing Devices and Services - Software License Products and Related Services - Networking Products and Related Services - Vulnerability Assessment and Penetration Testing Services - HealthPRO Contract for the Supply of Clinical Procedure Carts - Healthcare Materials Management Services (HMMS) End User Computing Devices and Related Technologies - Kinetic GPO RFSO Contract Information Technology Solutions - Focused Education Resources - End User Computing Devices (EUCD) Agreement - IT Professional Services Agreement - Ontario Ministry of Public and Business Service Delivery IT Security Products & Services - University of Toronto Supply of Apple Products Agreement - BCNET - IT Professional Services Roster for Cybersecurity - Core & Edge Switches - Juniper - IT Professional Services Roster for Network Services - IT Professional Services Roster for Infrastructure Services - Government of British Columbia IT Services Vendor of Record Contracts held by OEM partners under which CDW Canada is enabled: - Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement - Cybera Networking Agreement
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows: 2022: \$16,157,839.15 2021: \$19,423,532.00 2020: \$16,483,017.34

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$250MN- \$500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$100MN to \$250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$142,166,726	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows: Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations. 50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program. 299 federal-focused account professionals State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders. 202 dedicated account professionals K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial. 400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges. 198 dedicated account specialists Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members. Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services. CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector.
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27	Dealer network or other distribution methods.	As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome. Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually. We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of \$20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours. CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than \$500 million in inventory through our distribution partner.
28	Service force.	CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including: 1,000 solution architects 2,000 expert engineers 300 software engineers Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers. Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada. Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg. Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve. With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges: On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers. In October of 2019, CDW acquired Aprtis, Inc. (Aprtis), a distinguished IT

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aprtis' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards. Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to: - Quickly add items to their cart for purchase - Save time on re-orders - Share shopping carts with colleagues - Estimate shipping costs with the Shipping Calculator option before checking out Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be re-purchased - Email the cart to a colleague - Create a standard quote - Check out using the standard checkout feature Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria. Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by P.O. number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following criteria: - Cancelled - All Items Shipped - Some Items Shipped - Not Yet Shipped - Backordered Item(s) - Processing Orders - View individual shipment details and tracking information - Add mobile number to get delivery SMS text message notifications - Print a copy of a packing list or original invoice - Repurchase a past order - Download a report to Microsoft Excel with all open orders - Initiate a product return
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat. As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours: Orders, Quotes & Availability - Online Chat: 8 a.m. to 7 p.m. CT - Email (cdwsales@web.cdw.com): Reply within 24 hours - Phone (800.800.4239): 7 a.m. to 7 p.m. CT Status, Returns & Billing - Online Chat: 7 a.m. to 6 p.m. CT - Email (CustomerRelations@web.cdw.com): Reply within 24 hours - Phone (866.782.4239): 7 a.m. to 9 p.m. CT Sign In, Password & Settings - Online Chat: 7 a.m. to 6 p.m. CT - Email (e-account@web.cdw.com): Reply within 24 hours - Phone (888.239.7270): 7 a.m. to 6 p.m. CT Technical Support

		Online Chat: 7 a.m. to 7 p.m. CT Email (support@cdw.com): Reply within 24 hours Phone (800.383.4239): 7 a.m. to 6 p.m. CT Managed Services Support Email (CDW-ECC@cdw.com): Reply within 24 hours Phone (866.239.7270): 7 a.m. to 6 p.m. CT Customer relations representatives complete a 6to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience. Escalation Plan CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly. Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives. Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training. Customer Service Metrics Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue. Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Recent results based on a percentage of Excellent/Very Good ratings show: • Overall Performance Account Manager: 85 percent • Customer Service Staff: 82 percent • Delivery Process: 81 percent *Scale: Excellent, Very Good, Good, Fair, Poor	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation. With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada. Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below. Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information. Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes: Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE) Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions. Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement. We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services. Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H20 and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience. As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers. Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments. Key features and functions of Rubi include: - Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. - Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. - Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. - Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. - Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to: - Assign roles, restrictions, and permissions to individual users and groups of users. - Grant users access to all products CDW•G offers or only to specific catalogs. - Allow users to view only their quotes, orders, and purchase history. - Grant users' rights to view multiple accounts. - Assign responsibility for following established workflows as a purchaser or approver. - Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and

		Security Settings. Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including: - Contacting their CDW•G team - Placing orders - Searching order history - Managing assets - Administering order approval workflows - Defining and governing technology standards - Viewing contract pricing The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including: - Managing subscriptions - Managing quotes - Streamlining repeat purchases (bundles and favorites) - Approving orders Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include: - Estimated time of arrival/inventory/supply chain insights to support implementation - Order tracking - Order status - Current CDW Research Hub information The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW•G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes: - An asset overview page that shows a view of hardware and software assets purchased from CDW•G, including the total counts of products, asset age, and spend across asset type, category, and brand. - A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. - A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button. - A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. - A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. - A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment. As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment. Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.	*
41	Describe any technological advances that your proposed products or services offer.	Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more. The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added. Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports. Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert. CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include: Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management. Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions. Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling. Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs. CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with: - Presentations to build stakeholder support - School-level consultation - Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)	*

		NASEF Partnership. CDW•G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success. Cloud and SaaS Management: Inscope is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscope helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include: Inscope Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations. Inscope Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment. Inscope Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats. Inscope Team Captain: This service will help you with governance around your Microsoft Teams environment. Inscope Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook. Inscope Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management. Inscope Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included: Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans. At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper. Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency. Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data. Maintained environmental management system and energy certifications in the U.S., Canada, and U.K. Attained ISO 14001:2004 Certification in Canada We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact. We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options. Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used

Recycling and composting of cafeteria waste

Elimination of plastic bottles from vending machines in our offices and warehouses

Elimination of single-use plastic cups

Company-wide internal toner cartridge recycling program

Recycling centers on each floor of our office locations

Recycling chutes for certain materials at our distribution centers

Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored. We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products. CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs. ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including: - Logistics services for quick and efficient removal of equipment from client facilities - Device pickup including palletizing equipment, shrink wrapping, and transport - Document of Liability Transfer provided to indemnify client from any environmental liability - Ensure removal of all client information and software from electronic media and assets - U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards - EPA-approved disposal - Zero-landfill policy - Complete serialized reporting available via a website CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through: - Ongoing measurement of paper consumption - Custom paper footprint and forest impact insights - Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs. CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including: - Minority-Owned Business Enterprise (MBE) - Women-Owned Business Enterprise (WBE) - Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) - Minority-Owned Small Business (MOSB) - Women-Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) 8(a) Small Business - Veteran-Owned Business Enterprise (VBE) - Veteran-Owned Small Business (VOSB) - Service-Disabled Veteran Owned Small Business (SDVOSB) - Historically Underutilized Business Zone (HUBZone) Business and Supplier Diversity Launched in 2007, CDW's Business Diversity program goals are to increase procurement

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to \$25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcwell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:

CDW's overall diversity spend peaked at \$3.6 billion with small, diverse suppliers. CDW was included in the 2022 America's Top Corporations for Women Owned

Business Enterprises

CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:

CDW's overall diversity spend exceeded \$3.4 billion with small, diverse suppliers.

CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.

CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.

CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:

CDW's overall diversity spend exceeded \$2.6 billion with small, diverse suppliers.

Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.

The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.

CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:

CDW's overall diversity spend exceeded \$2 billion with small, diverse suppliers.

CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CDW•G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas: K-12 Education - Device Ecosystem - Classroom Transformation - Cybersecurity - Networking Infrastructure - School Safety Higher Education - Student and Institutional Devices - A/V Transformation - Connected Community - Hybrid Infrastructure - Cyber and Physical Security State and Local Government - Cybersecurity - Program-Based Accounts - Public Safety - Device - Transformational Government We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers. An example is CDW•G's mature practice for providing devices to K-12 districts nationally. CDW•G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services: - Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. - Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. - Robust portfolio of professional development partners. - Best practices for defining technology standardization with each district. - Project management aligned to supply chain and to ensure large device rollouts are successful and on time. - Pre-shipment device configuration to provide low/no touch devices for district IT staff. - Local warehousing and local deployment services, including last-mile delivery. - Maintenance and break-fix solutions to ensure high availability of devices. - Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. As a result of CDW•G's practice built for K-12 devices, CDW•G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW•G's existing Sourcewell agreement.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty. Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com. CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases. In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment. Benefits of a Maintenance Contract include: - Easy to manage equipment coverage - A single point of contact for repair service - Multiple response times available on the same contract - Flexibility to add or remove equipment as needed - Parts and labor included - Multiple contracts consolidated - Annual or multi-year contract options	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts. While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members. We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.	*
51	What are your proposed exchange and return programs and policies?	Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply. Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW•G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.	*

52	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings: A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf. An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution. Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours). CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-termining all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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53	Describe any performance standards or guarantees that apply to your services	To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work. The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following: - Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) - Ensuring a set of standard tools is used, such as ServiceNow - Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership - Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information - Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible - Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs - Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting
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54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly: Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan Generating daily operational reports monitoring against service levels at a given time Reviewing aging reports for all issues that are close to or have exceeded the resolution target Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager. Preventive Action Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage Develops plans and takes action to address these changing infrastructure needs Root Cause Analysis Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project Provides follow-up verification to ensure that the action was effective in addressing the root cause Monitors performance statistics to ensure the corrective action plans are effectively implemented Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW·G will communicate improvements to other activities and groups, as applicable Continuous Improvement Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	CDW•G's standard payment terms are net 30 days from the date the invoice is issued. CDW•G accepts payment through: - Credit Cards* (American Express, Discover, MasterCard, Visa) - Checks - Electronic Data Interchange (EDI) - Electronic Funds Transfer (EFT) - Procurement Cards (P-Card) *With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts. The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
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56	Describe any leasing or financing options available for use by educational or governmental entities.	CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms. Premier leasing partners include: - Arrow Capital Solutions - Cisco Capital - Dell Financial Services - HPE Financial Services - Lenovo Financial Services - LEAF Commercial Capital, Inc. Preferred leasing partners include: - Acer Finance - Apple Finance - De Lage Landen (DLL) - Microsoft Finance - PNC Bank - US Bank Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps: 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit. The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewell Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.	
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to: - Statement of Work (SOW) for professional/managed services - Customer-specific terms and conditions (if required by the Sourcewell Member)	

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card. As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.	*
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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1." Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context. For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price). These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract). Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships. CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program. For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security. Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP. CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.

		As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure. CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings. Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price. Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information. CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract. CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member. Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives. In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document. Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge. We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering. If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell Members placing orders for delivery to Alaska and Hawai'i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai'i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature. For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent. We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcewell Members with large rollouts and/or high SLA requirements. CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide. When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcewell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams. Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcewell Members access to a talented, diverse resource pool and helps Sourcewell Members achieve their diversity initiatives.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CDW•G has historically worked closely with Sourcewell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcewell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcewell Members, CDW•G 's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcewell Members, along with the data shared monthly with Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked. CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts. The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework. CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.
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69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include: - Category penetration - Sourcewell Member agreements and state contract adoptions - New Sourcewell Member growth - OEMs and category penetration - Customer satisfaction survey responses - Professional services and evolving technologies including cloud offerings' growth - Market share under the Sourcewell contract and total available wallet share - Target CDW•G customers who can be aligned with the Sourcewell contract Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45. We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs. CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract. To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments: - Software & Cloud Offerings: 0.25 percent - Chromebooks: 0.00 percent We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of “REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES,” Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases.”

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include: Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware Technology Services - e-Procurement integration - Leasing services - Managed services: Gold Level Support for customer devices - Pre-shipment configuration - Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow Total Solutions - Cloud - Collaboration - Data Center and Networking - Managed Print Services - Point of Sale - Security - Software Management - Total Mobility Management
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response: Accessories - Security Locks - Headphones and Speakers - Phone Accessories - Tablet Accessories - Keyboards/Keypads - Notebook Accessories - Cases and Backpacks - Mice and Trackballs - Office Products and Supplies - Small and Consumer Electronics - Robotics Power, Cooling & Racks - Power Supplies/Adapters - UPS/Battery Backup - Batteries - Surge Suppressors - Remote Power Management Desktop Computers - Computer Cases - Apple Desktops - PC Compatible Desktop Computer - Windows Based Terminals - Desktop Memory Upgrades - Thin Clients - PC Compatible Workstations Data Storage/Drives - Storage Enclosures/Mounting Hardware - CD/DVD/Blue Ray Drives - Disk Duplicators - Media - Hard Drives - Desktop NW Attached Storage - Floppy Disk Drives - Flash Memory - Consumer SSD Enterprise Storage - BU/DR Infrastructure - Drive Arrays

Enterprise Hard Drives
 Enterprise SSD
 Interfaces Controllers
 Optical Drives
 Storage Networking
 Rackmount NW Attached Storage
 Tape Backup Drives
 Tape Automation (Lib/Changers)

Point of Sale/Data Capture
 Wireless Communication Devices
 POS Systems
 Connected Devices
 Peripheral and Barcode Scanners
 Thermal Printers

Servers & Server Management
 Server Accessories
 Linux/Unix Based Servers
 KVM Consoles and Switches
 CPUs/Fans
 Network Print Servers
 Application Servers
 Apple Mac OS Servers
 RISC Servers
 Server Memory Upgrades
 x86 Based Servers

Services (CDW Delivered)
 Installations
 Configurations
 HCA/Hlth Purch Grp (HPG) CDW
 OnSite Services
 Central Services – Repairs
 Managed Services
 Mobility Services
 Field Services
 Remote Services
 Software Asset Mgmt Services
 Classroom Training
 Workspace Management Tools

Notebook/Mobile Devices
 Notebook Memory Upgrades
 Mobile Workstation
 Notebook Computers
 Apple Notebooks
 Tablets

NetComm Products
 Network Bridges
 Modular Switches
 Communications Boards
 Network Management Hardware
 Modems
 Network Switches Managed
 Network Test Equip/Analyzer
 Network Optics
 Network Hubs
 NIC Network Interface Adapters
 Network Routers
 Network Device Memory
 Network Switches Unmanaged
 Network Security
 Wireless LAN Networking
 Physical Security

Carts and Furniture
 Furniture
 Medical Carts

Printing & Document Scanning
 3-D Prototype Printers
 Copy Machines
 Document Scanners
 Dot Matrix Printers

FAX Machines
 Single Function
 Printer Accessories
 Multifunction
 Plotters
 Printer Memory Upgrades
 Printer Supplies

Services (Partnered Delivered)
 Partner-Delivered Managed Services
 Cloud Partner Services
 OnSite Services-3rd Party
 Installations 3rd Party
 Managed Print Services
 IT Pro Training – 3rd Party
 Systems Management – 3rd Party
 Warranties – Product Protection

Client Configure-to-Order
 Client Configure-to-Order

Software
 Aggregation Services Software
 Security Software
 Application Suites
 Desktop Applications
 BU/DR Software
 Cloning Software
 CAD/CAM Software
 Cisco One Software
 Database Software
 Digital Signage Software
 Design and Graphics
 Audio/Video Production
 Flow/Org Chart Software
 Cloud Collaboration Software
 Mobile Device Enablement SW
 Integrated Product Suites
 Infrastructure as a Service
 AI Software
 Voice Recognition
 Legal Software
 Mainframe Software
 Unified Communication
 Network Management Software
 Network Connectivity/Emulation
 Data Capture Software
 Operating Systems
 Programming Software
 CRM Software
 Portal Software
 Reference Software
 Business Analytics
 Document Management Software
 Entertainment/Education Soft
 Financial Software
 Communication/Internet Soft
 Storage/SAN Management Software
 Utility Software
 Software Documentation & Media
 Telephony Software
 Technical Support
 Virtualization Software
 Web Software
 Physical Software

Collaboration Hardware
 Voice Hardware – Phones
 Collaboration Hardware – Video Hardware
 Collaboration Hardware – Voice Hardware – Headsets
 Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
 Automation & Control Systems
 Cameras
 Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books	
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Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	☒ Yes ☐ No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	☒ Yes ☐ No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	☒ Yes ☐ No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	☒ Yes ☐ No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	☒ Yes ☐ No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	☒ Yes ☐ No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
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80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint. Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Included below is an overview of some of our key partner distinctions: Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio. Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members. Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies. CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security. In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings. Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

- Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications
- Gap analysis charts for training requirements to be quickly identified
- Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans
- Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments. We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs. Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with: - Performing health checks - Maintaining the right license position so you are neither over- or under-licensed - Establishing consolidated billing - Providing ongoing software recommendations - Ensuring accurate IT planning and budgeting - Maximizing value derived from licensing agreements - Applying compliance checkpoints - Staying on top of licensing expiration and renewal As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need. From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be repurchased - Email the cart to a colleague - Create a standard quote - Estimate shipping costs with the Shipping Calculator before checking out - Check out using the standard checkout feature Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products. Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders. Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings. Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following statuses:

		Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW-G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system CDW-G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.
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Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	☒ Yes ☐ No	With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations. Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices. Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business. Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons. Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program. Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization's policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions. Program Strategy and Outcome. Manage an organization's digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	☒ Yes ☐ No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

	video management, and managed physical security services;	Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include: Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services Access Control. Modern access control systems — characterized as increasingly digital and IP-connected — allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures — it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient — through ad hoc support services that include: Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix
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			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	☒ Yes ☐ No	Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from: 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster. CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage. 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	☒ Yes ☐ No	Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings. The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas: - Enterprise and data center networking - Software-defined WAN (SD-WAN) - Wireless networking and Wi-Fi 6 - Network access control (NAC), segmentation and secure campus solutions With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to: Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact. Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices. Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	☒ Yes ☐ No	We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models. CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	☒ Yes ☐ No	CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey. Security focus areas include: Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
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90	Describe how you help organizations with their zero-trust programs, if applicable.	CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical. CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions. Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST. CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation. Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field. CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business. Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises. The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.
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91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions. Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them. With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals: - Program Strategy and Operations 85+ risk, governance, and strategy experts - Cyber Resilience and Compliance 35+ cyber security and advisory consultants - Identity and Access Management 110+ advisors, engineers, and architects - Cloud and Application Security 10+ cloud security specialists - Secure Infrastructure 60+ physical, network, and IR engineers and architects - Skills and Training 20+ workforce specialists - Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include: Industry - CISSP – Certified Information Systems Security Professional - CISA – Certified Information Systems Auditor - CIPP – Certified Information Privacy Professional - PCI QSA – PCI Qualified Security Assessor - CEH – Certified Ethical Hacker - PMP – Project Management Professional - CSM – Certified Scrum Master Vendor - Cisco CCNPs and CCIEs - Splunk Certified Consultants and Enterprise Architects - AWS Cloud Security Architects - Microsoft Certified Systems Engineers - Palo Alto Certified Network Security Professionals - SailPoint Certified Engineers and Architects - Okta Certified Professionals, Administrators, and Architects - CyberArk Certified Delivery Engineers CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies: - CSA – Cloud Security Alliance - CISA – Cybersecurity and Infrastructure Security Agency - iapp – International Association of Privacy Professionals - IDSA – Identity Defined Security Alliance - IIA – The Institute of Internal Auditors - ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium - NACD – National Association of Corporate Directors - NIST – National Institute of Security Standards - PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including: Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes. Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads. Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there. Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure. Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people. Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments. Implementation: Once vetted, our engineers will implement the designed solution. Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented. Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	☒ Yes ☐ No	Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers. Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as: - Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. - Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. - Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. - Proactive renewal notifications before technology, licenses, or subscriptions expire. - Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. - Quick search for individual assets by serial number and CDW-applied asset tags. CDW•G also offers a variety of IT Asset Management (ITAM) solutions including: Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – Including Certero, Flexera, ServiceNow, Snow, and Zyl0 – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	☒ Yes ☐ No	Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently. Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	☒ Yes ☐ No	How We Work with our ITAD Partners CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value. CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets. A Full Lifecycle Refresh Solution CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment. Our ITAD Services include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling
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Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards: ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
 - [Marketing Plan/Samples](#) - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
 - [Upload Additional Document](#) - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
 - [Pricing - Category 1](#) - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
 - Pricing - Category 2 (optional)
 - Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☒	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☒	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☒	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☒	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☒	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☒	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☒	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☒	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☒	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☒	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☒	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☒	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☒	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☒	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☒	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☒	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☒	1

**PARTICIPATING ADDENDUM
TO SOURCEWELL CONTRACT NO. 121923
BETWEEN
CDW GOVERNMENT LLC
AND
MURFREESBORO CITY SCHOOLS**

This Participating Addendum (“Addendum”) is entered into by and between CDW Government LLC (“Supplier”) and Murfreesboro City Schools (“District”), pursuant to Section 6(B) of Sourcewell Contract No. 121923 (“Master Contract”).

- 1. Applicability.** This Addendum applies to and governs the purchase, licensing, and use of Microsoft products and services identified in District Purchase Order(s) issued under the Master Contract, including but not limited to the licenses set forth in CDW Quote No. PMLM088 dated July 2, 2025 (“Order”).
- 2. Order of Precedence.** In the event of a conflict between this Addendum, the Master Contract, CDW’s Terms and Conditions of Product Sales, and any applicable Microsoft license agreement, the following order of precedence shall apply for the District’s orders:
 - a. This Addendum;
 - b. The Master Contract (Sourcewell 121923);
 - c. The applicable Microsoft licensing agreement(s) and Education Data Protection Addendum;
 - d. CDW’s Terms and Conditions of Product Sales.
- 3. Pricing and Renewal Protection**
 - a. Pricing stated in the Order shall be fixed for the initial twelve (12) month subscription term.
 - b. Renewal pricing for the same quantity and configuration of licenses shall not increase by more than 3% per year without District’s prior written consent.
 - c. Supplier shall provide renewal quotes no later than ninety (90) days prior to subscription expiration.
- 4. License Assignment and Reduction.** District may reassign licenses between users in accordance with Microsoft’s product terms. District may reduce license counts at the end of any subscription term upon thirty (30) days’ written notice prior to renewal.
- 5. Termination for Convenience.** In addition to termination rights under the Master Contract, District may terminate any Order for convenience upon ninety (90) days’ written notice, with a pro rata refund of prepaid, unused license fees.
- 6. Data Security, Privacy, and FERPA Compliance**
 - a. Supplier shall ensure that all Microsoft licenses provisioned under this Addendum are governed by the **Microsoft Education Data Protection Addendum** (“Microsoft DPA”), or other Microsoft data protection terms expressly approved in writing by the District.

- b. Supplier shall provide a copy of the current Microsoft DPA to the District upon request and shall not accept any amendments or modifications to that DPA on District's behalf without District's prior written consent.
 - c. Supplier and Microsoft shall comply with all applicable federal and state laws, including FERPA, with respect to student data.
 - d. Supplier shall ensure that Microsoft's processing of District data is limited to purposes authorized by the District.
 - e. District data shall be stored and processed only in data centers located in the United States, unless the District expressly agrees otherwise in writing.
- 7. **Breach Notification.** Supplier shall notify District within seventy-two (72) hours of discovery of any confirmed or suspected security incident involving District data, providing the nature of the incident, the categories of data affected, and the steps taken to remediate.
- 8. **Service Levels and Support.** Supplier shall provide District with escalation contacts for Microsoft support issues. Microsoft cloud services provided shall meet or exceed the availability commitments published in Microsoft's Service Level Agreements.
- 9. **Indemnification.** Supplier shall pass through to the District all end-user indemnity protections provided by Microsoft, including protections against infringement claims.
- 10. **Execution.** This Addendum is effective upon execution by both parties and shall remain in effect for the term of any Order placed under the Master Contract.

CDW Government LLC

Murfreesboro City Schools

Signature

Bobby N. Duke, III, Director of Schools

Date

Date

Printed Name

Title

Approved as to form:

Lauren Bush, Assistant City Attorney

Agenda Item Title: A resolution to allow Murfreesboro City Schools to utilize cooperative purchasing agreements

Board Meeting Date: August 12, 2025

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

~~**Requires City Council Approval:** Yes ☐ No ☒~~

Summary

State law allows Murfreesboro City Schools to enter into master cooperative purchasing agreements through cooperative purchasing programs with the approval and consent of the local legislative body. This resolution will allow Murfreesboro City Schools to continue to benefit from purchasing from national programs to include the BuyBoard National Purchasing Cooperative, Omnia Partners, The Interlocal Purchasing System, CDW-G and Sourcewell for the 2026 fiscal year.

Staff Recommendation

Approve resolution to allow Murfreesboro City Schools to utilize cooperative purchasing organizations for competitive purchases, where appropriate

Fiscal Impact

By leveraging the collective buying power of multiple institutions, these programs enable us to secure substantial discounts on essential goods and services. In addition to the direct financial savings, cooperative purchasing programs offer a considerable reduction in administrative burden on our staff.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Known:** Every student will be *known* through whole-child programs and support.
- ☒ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- ☐ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- ☐ **Empowered:** Every student will be *empowered* through academic success

**A RESOLUTION TO APPROVE PURCHASING COOPERATIVE
OPTIONS UNDER THE MURFREESBORO CITY SCHOOLS BOARD OF
EDUCATION PURCHASING POLICY FOR THE 2026 FISCAL YEAR**

WHEREAS, Tennessee Code Annotated § 12-3-1205 allows for a governmental entity to enter into master cooperative purchasing agreements upon the approval and consent of the local legislative body;

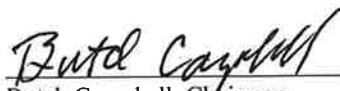
WHEREAS, cooperative purchasing agreements allow local governments to purchase goods and services from other local, state, and national cooperative purchasing programs that were competitively bid under the same circumstances required by law of the governmental entity;

WHEREAS, the Murfreesboro City Schools Board of Education has adopted a purchasing policy allowing the school district to enter into agreements with other governmental entities and cooperative purchasing programs for the joint exercise of purchasing authority as a means of meeting statutory competitive bidding requirements; and,

WHEREAS, Murfreesboro City Schools desires to have the ability to procure goods and services through various cooperative purchasing programs and under the conditions set forth in any cooperative purchasing master agreements.

NOW, THEREFORE, BE IT RESOLVED, pursuant to the powers granted by Tennessee Code Annotated § 12-3-1205, Murfreesboro City Schools is authorized to procure goods and services during the 2025 fiscal year pursuant to and in accordance with the terms and conditions of cooperative purchasing master agreements made available to public agencies through the following cooperative purchasing organizations: BuyBoard National Purchasing Cooperative; Omnia Partners, Public Sector; The Interlocal Purchasing System (TIPS); CDW Government LLC (CDW-G); and Sourcewell. The Board of Education further authorizes the Director of Schools to execute any documentation that may be necessary to facilitate the district's participation in the cooperative purchasing programs.

ADOPTED THIS 12th day of August, 2025.


Butch Campbell, Chairman


Bobby N. Duke III, Director of Schools

Agenda Item Title: Enrollment Update

Board Meeting Date: August 12, 2025

Department: Student Support Services

Presented by: Ken Rocha

Board Agenda Category:

Consent Agenda ☐

Action Item ☐

Reports and Information ☒

Requires City Council Approval: Yes ☐ No ☒

Summary

The first day of school for students in grades 1–6 was August 6, 2025, and the first full day of kindergarten is scheduled for August 13, 2025. Because enrollment figures tend to fluctuate during the first two weeks of school, the enrollment report will be uploaded by the afternoon of Tuesday, August 12, 2025, to ensure the most accurate and up-to-date information is provided.

Staff Recommendation

No action is required

Fiscal Impact

Not Applicable

Connection to MCS's Five-Year Strategic Plan

- ☐ **Known:** Every student will be *known* through whole-child programs and support.
- ☒ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- ☐ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- ☐ **Empowered:** Every student will be *empowered* through academic success