

Hillsborough County Aviation Authority

Supplemental Contract

Data Storage, Cloud, Converged, Data Protection and Technology Solutions

COMPANY: DELL MARKETING L.P.

Term Date: 3/4/2021 through 10/31/2021

TABLE OF CONTENTS

ARTICLE 1 CONTRACT	3
ARTICLE 2 SCOPE OF WORK	4
ARTICLE 3 TERM	5
ARTICLE 4 PAYMENTS	6
ARTICLE 5 TAXES	6
ARTICLE 6 NON-EXCLUSIVE	6
ARTICLE 7 ACCESS TO RECORDS AND REPORTS	6
ARTICLE 8 INSURANCE	7
ARTICLE 9 NON-DISCRIMINATION	10
ARTICLE 10 AUTHORITY APPROVALS	12
ARTICLE 11 DATA SECURITY	12
ARTICLE 12 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES	12
ARTICLE 13 COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW	13
ARTICLE 14 NOTICES AND COMMUNICATIONS	13
ARTICLE 15 SUBORDINATION OF AGREEMENT	14
ARTICLE 16 SUBORDINATION TO TRUST AGREEMENT	14
ARTICLE 17 SECURITY BADGING	15
ARTICLE 18 VENUE	15
ARTICLE 19 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES	15
ARTICLE 20 RELATIONSHIP OF THE PARTIES	16
ARTICLE 21 RIGHT TO AMEND	16
ARTICLE 22 FAA APPROVAL	16
ARTICLE 23 AGENT FOR SERVICE OF PROCESS	16
ARTICLE 24 INVALIDITY OF CLAUSES	17
ARTICLE 25 SEVERABILITY	17
ARTICLE 26 HEADINGS	17
ARTICLE 27 COMPLETE CONTRACT	17
ARTICLE 28 MISCELLANEOUS	17
ARTICLE 29 ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT	17
ARTICLE 30 OWNERSHIP OF DOCUMENTS	18
ARTICLE 31 INDEMNIFICATION	18
EXHIBIT A	NCPA CONTRACT NO. 01-42
EXHIBIT B	WORK PLAN
EXHIBIT C	AUTHORITY POLICY P412, TRAVEL, BUSINESS DEVELOPMENT, AND WORKING MEALS EXPENSES
EXHIBIT D	SCRUTINIZED COMPANY CERTIFICATION

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TECHNOLOGY SOLUTIONS

This Supplemental Contract with Dell Marketing L.P. for Data Storage, Cloud, Converged, Data Protection and Technology Solutions (hereinafter referred to as Supplemental Contract) is made and entered into this 4th day of March 2021 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Dell Marketing L.P., a company, authorized to do business in the State of Florida, (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

The following terms and conditions contained in this Supplemental Contract are hereby incorporated in and made a part of NCPA Contract 01-42 dated October 1, 2015 (hereinafter referred to as NCPA Contract), which is attached hereto as Exhibit A. In the event of any conflict(s) among the terms and conditions contained in this Supplemental Contract and the NCPA Contract, this Supplemental Contract shall control.

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1

CONTRACT

1.01 Definitions

The following terms will have the meanings as set forth below:

- A. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Airport:** Tampa International Airport.
- C. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- D. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- E. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- F. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- G. **ITS:** Authority Information Technology Services Department.
- H. **Term:** March 4, 2021 through October 31, 2021.
- I. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- J. **NCPA:** National Cooperative Purchasing Alliance.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Supplemental Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Supplemental Contract.

- A. Exhibit A, NCPA Contract No. 01-42
- B. Exhibit B, Work Plan
- C. Exhibit C, Authority Policy P412, Travel, Business Development, and Working Meals Expenses
- D. Exhibit D, Scrutinized Company Certification

ARTICLE 2

SCOPE OF WORK

2.01 Purchase Orders

Authority will issue a Purchase Order to Company for purchase of equipment and software.

2.02 Work Plan

- A. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task, detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a work plan as shown in Exhibit B, Work Plan. The Work Plan schedule may go beyond the termination date of this Supplemental Contract if necessary to complete the Work Plan tasks. Company will use its best efforts to ensure that each task in the Work Plan is completed on budget and on time according to the agreed upon work schedule.
- B. Company will only begin Services upon execution of the Work Plan by Company and Authority. All such Services will be executed under the applicable conditions of this Supplemental Contract. No Services will be paid for unless authorized by written Work Plan prior to the performance of such Services.
- C. Upon execution of the Work Plan, the Authority will issue a Purchase Order to Company to perform the specific items agreed to in the Work Plan. The Authority Vice President of Information Technology Services or designee will have the authority to execute any Work Plan on behalf of the Authority consistent with the terms of this Supplemental Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Plan.
- D. Company shall not perform Services based on any changes to this Work Plan without prior written authorization from the Authority. No services will be paid for unless authorized by written Work Plan prior to the performance of such services. The Authority's Vice President of Information

Technology Services or designee will have the authority to execute changes to any Work Plan. No Services will be initiated by Company until Company receives a Purchase Order for the changes Work Plan which will include the final executed Work Plan.

2.03 DFS Related Financings

Company offers management, disposition, and various financing options and services for its qualified customers through Dell Financial Services, L.L.C. (“DFS”), a third-party financing company, who is not a party to this Supplemental Contract. The CEO or his designee shall have authority to execute such financing agreements, including, but not limited to, Payment Agreement (“PA”), Payment Agreement Government Rider (“Rider”), and any other required financing document to facilitate the financing of the equipment, software and related services procurement (together the “Financing Agreement”), with such Financing Agreement being the sole governing agreement between DFS and the Authority.

ARTICLE 3

TERM

3.01 Effective Date

This Supplemental Contract will become effective upon execution by Company and approval and execution by Authority. This Supplemental Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The Term of this Supplemental Contract commences on March 4, 2021 and will continue through October 31, 2021, unless terminated earlier as provided herein.

3.03 Renewal Option

This Supplemental Contract may be renewed at the same terms and conditions hereunder for two, discrete, one-year period(s) at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO, contingent upon approval of similar renewal options exercised by NCPA of the NCPA Contract. If all such renewals are exercised, this Supplemental Contract will have a final termination date of October 31, 2023.

3.04 Early Termination

Either Party may terminate this Supplemental Contract, without cause, by giving thirty (30) days written notice to the other Party. Notwithstanding the above, Authority expressly acknowledges and agrees that termination of the Supplemental Contract shall terminate the separate Financing Agreement with DFS, and the terms of such Financing Agreement shall remain in full force and effect pursuant to its terms. However, Company may not cancel this Supplemental Contract, without Authority approval, until all existing projects are completed, unless required by legal or ethical rules. Authority does not guarantee work or any amount of work to Company during the Term of this Supplemental Contract.

ARTICLE 4

PAYMENTS

4.01 Invoices

Any invoices required by this Supplemental Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number. Rates shall be based on labor rates and categories listed in the NCPA Contract or as agreed to by the Parties.

4.02 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Supplemental Contract in coordination with Accounts Payable.

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within thirty (30) business days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Supplemental Contract.

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the Services furnished and work done under this Supplemental Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and federal sales, use and transportation taxes.

ARTICLE 6

NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Scope of Work under this Supplemental Contract. Company further acknowledges that this Supplemental Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

ARTICLE 7

ACCESS TO RECORDS AND REPORTS

Company agrees to:

- 7.01 Maintain all books, records, accounts and reports required under this Supplemental Contract for a period of not less than three (3) years after the date of termination or expiration of this Supplemental Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Supplemental Contract, in which case Company agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- 7.02 Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard 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.

ARTICLE 8

INSURANCE

8.01 Insurance
 Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Supplemental Contract. In the event Company becomes in default of the following requirements Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority, members of the Authority's governing body, and Authority officers, volunteers and employees are included as additional insured.

8.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Supplemental Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Supplemental Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Supplemental Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	Contract Specific
Each Occurrence	1,000,000
Personal and Advertising Injury Each Occurrence	1,000,000
Products and Completed Operations Aggregate	1,000,000

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	“Statutory”
Part Two:	
Each Accident	1,000,000
Disease – Policy Limit	1,000,000
Disease – Each Employee	1,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Supplemental Contract will be:

Each Occurrence – Bodily Injury and Property Damage combined	1,000,000
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D. Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Supplemental Contract and for three years following completion of this Supplemental Contract. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence	1,000,000
Annual Aggregate	1,000,000

E. Cyber Liability & Data Storage

The Company shall purchase and maintain Cyber Liability Insurance, throughout the life of the Agreement and such insurance will be maintained for a period of three years thereafter for services completed during the term of the Agreement. Such insurance shall cover, at a minimum, the following:

Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;

- **Privacy Liability** covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
- **Digital Asset Protection**, including costs to reconstruct, restore or replace damaged software and data;
- **Media liability**, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;
- **Cyber-Extortion coverage**, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Contractor to the

Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;

- **First and Third-party Business Interruption and Dependent Business Interruption Coverage** resulting from a security breach and/or system failure;
- **Data Breach Response Coverage**, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and
- **No exclusion for Cyber Terrorism coverage.**

The minimum limits of liability shall be:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Event Management Expenses	\$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the term of the Agreement.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$25,000 per claim.

Technology Professional Liability/Errors and Omissions insurance coverage may be included as part of the Cyber Liability insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

F. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by this Supplemental Contract, waives all rights against Authority, members of Authority’s governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

8.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with the Authority’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

ARTICLE 9

NON-DISCRIMINATION

During the performance of this Supplemental Contract, Company, for itself, its assignees and successors in interest, agrees as follows:

- 9.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Supplemental Contract.
- 9.02 Civil Rights. Company, with regard to the work performed by it under this Supplemental Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Supplemental Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Supplemental Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 9.03 In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 9.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 9.05 In the event of Company’s non-compliance with the non-discrimination provisions of this Supplemental Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Supplemental Contract until Company complies, and/or cancellation, termination or suspension of this Supplemental Contract, in whole or in part.
- 9.06 Company assures that, in the performance of its obligations under this Supplemental Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 10

AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Supplemental Contract, wherever in this Supplemental Contract approvals are required to be given or received by Authority, it is understood that the CEO, or designee, is hereby empowered to act on behalf of Authority.

ARTICLE 11

DATA SECURITY

- 11.01 Data Security Options. Customer must, at its own cost, permanently erase of all information, including without limitation all personally identifiable, confidential, and any other protected or sensitive information placed on Products before returning Products to Supplier for trade-in, repair, or disposal. Customer must use a method that does not cause damage to Products or any replaced parts or any other items that Customer provides to Supplier for repair, trade-in, or disposal. Supplier offers data erasure services and Supplier will provide the descriptions and charges associated with Supplier's then current data erasure services upon request. Supplier has no responsibility for any information that Customer fails to erase that is on items sent to Supplier.
- 11.02 Customer Responsibilities. Customer agrees to provide Supplier with the full cooperation it needs to perform the Professional Services. This includes timely access to Customer office accommodations, facilities, network, computer systems, and storage equipment. Customer also agrees to provide assistance and complete and accurate information and data from officers, agents, project sponsors, subject matter experts, and employees as Supplier may request, in addition to suitably configured, licensed, and operational computer and storage products involved in delivery of the Professional Services. If Customer fails to provide the requisite cooperation on a timely basis, Supplier will be relieved of any schedule, milestone, or financial commitments associated with the Professional Services. Customer remains responsible for the physical and network security of Customer's environment.

ARTICLE 12

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said

measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

ARTICLE 13

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUPPLEMENTAL CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Supplemental Contract.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Supplemental Contract term and following completion of this Supplemental Contract.
- D. Upon completion of this Supplemental Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 14

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)

TO COMPANY:
(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

DELL MARKETING L.P.
ONE DELL WAY
ROUND ROCK, TEXAS 78682

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)
DELL MARKETING L.P.
ONE DELL WAY
ROUND ROCK, TEXAS 78682

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 15

SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Supplemental Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Supplemental Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 16

SUBORDINATION TO TRUST AGREEMENT

This Supplemental Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE 17

SECURITY BADGING

Any employee of Company, or any employee of its subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Supplemental Contract will be badged with an Airport identification badge (Badge) provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Supplemental Contract, or upon written request by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the Parties that the assessment of the liquidated damage fee is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the Badge.

If any employee of Company is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

ARTICLE 18

VENUE

Venue for any action brought pursuant to this Supplemental Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 19

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Supplemental Contract is executed and to complete a new Exhibit D for each renewal option period, if any.

This Supplemental Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel

List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 20

RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 21

RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Supplemental Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Supplemental Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 22

FAA APPROVAL

This Supplemental Contract may be subject to approval of the FAA. If the FAA disapproves this Supplemental Contract, it will become null and void, and both Parties will bear their own expenses relative to this Supplemental Contract.

ARTICLE 23

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Supplemental Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Supplemental Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in

Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 24

INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Contract, and the remainder of this Supplemental Contract will be valid and enforced to the fullest extent permitted by law.

ARTICLE 25

SEVERABILITY

If any provision in this Supplemental Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Supplemental Contract which are severable shall be unaffected.

ARTICLE 26

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Supplemental Contract. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 27

COMPLETE CONTRACT

This Supplemental Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Supplemental Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Supplemental Contract.

ARTICLE 28

MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

ARTICLE 29

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of

Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Supplemental Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Supplemental Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Supplemental Contract.

ARTICLE 30

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, Services to Authority, will be and remain the property of Authority.

ARTICLE 31

INDEMNIFICATION

See Tab 2, NCPA Administration Agreement, Section 10, Indemnity of the NCPA Contract.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 4th day of March, 2021.

ATTEST

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary W. Harrod, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
Elita McMillon, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of March, 2021, by Gary W. Harrod, in the capacity of Chairman of the Board of Directors, and Jane Castor, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

DELL MARKETING L.P.

Signed in the Presence of:

BY:

Witness

Signature

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

DELL MARKETING L.P.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _ day of _____, 20__

by _____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at _____, a _____, on its behalf _____
(Company Name) (type of company) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

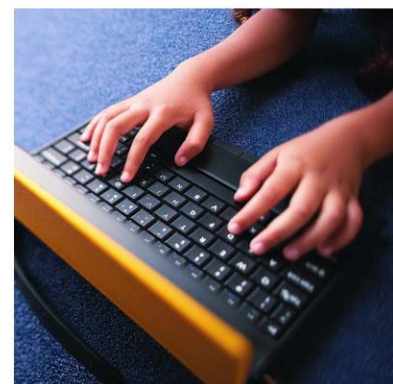
Date Notary Commission Expires (if not on stamp or seal)



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

RFP No. 11-15, Technology Solutions

Proposal Due Date: Thursday, September 10, 2015 at 2:00 PM





One Dell Way
Round Rock
TX 78682, USA

www.dell.com

September 8, 2015

Region 14 Education Service Center
1850 Highway 351
Abilene Texas 79601

Dear Region 14 ESC:

Thank you for this opportunity to submit a proposal for Region 14 Education Service Center's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solution recommended for Region 14 ESC has been designed to meet your needs in the most cost effective way without compromising on quality, service or ongoing support.

Dell is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow Region 14 ESC to reclaim time and cost and increase the productivity of your IT. In addition, we have built environmental consideration into every stage of the Dell product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

Along with award winning products and services, Dell also offers you a dedicated program account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

Dell looks forward to working with you on this project. Should you have any questions regarding this response, please contact me at 512-728-5259 or online at Staci_Mcdonald@dell.com.

Dell respectfully requests modifications to the terms provided in Section 1 of Solicitation Number 11-15 for Technology Solutions. These modifications can be found in Tab 2 of this response. 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.

Additional questions may be directed to your Account Executive, Brian Paulger at 815-307-2786, or online at Brian_Paulger@dell.com.

Please refer to Dell Response number 10792404 on all correspondence.

Sincerely,

A handwritten signature in blue ink that reads "Staci McDonald".

Staci McDonald
Proposal Consultant

Table of Contents

Executive Summary	4
Tab 1 - Signature Form	5
Tab 2 - NCPA Administration Agreement.....	6
Tab 3 - Vendor Questionnaire	14
Tab 4 - Vendor Profile	17
Tab 5 - Products and Services / Scope.....	26
Business Strategy	27
Products and Services.....	27
Financial Services	28
Product Development.....	28
Manufacturing and Materials.....	29
Geographic Operations	29
Tab 6 - References.....	30
K-12.....	30
Government	31
Higher Education	32
Tab 7 - Pricing.....	33
Tab 8 - Value Added Products and Services	35
Tab 9 - Required Documents	37
Clean Air and Water Act / Debarment Notice	37
Contractors Requirements	38
Antitrust Certification Statements	39
FEMA Standard Terms and Conditions Addendum for Contracts and Grants	40
Required Clauses for Federal Assistance by FTA	41
State Notice Addendum	45
Appendix A - Organizational Chart.....	50
Preferred Accounts.....	50
Large Institutional Sales.....	50
Appendix B - Dell Premier Overview	51
Appendix C - Dell - Who We Are	54
Appendix D - Dell Limited Hardware Warranty.....	56



Appendix E - Dell Financial Services.....68
Dell Financial Services (DFS) Overview 68



Executive Summary

Dell and NCPA have enjoyed a successful relationship for over 3 years. Dell is pleased to provide NCPA with a response that will continue our support of NCPA's technology solutions contract as well as provide a strong foundation for NCPA to expand its services to an increased membership through a Dell/NCPA partnership.

With over 40,000 employees across the United States, thousands of whom are focused solely on public sector customers, Dell is uniquely positioned to provide NCPA with the following differentiated offerings with the potential to help NCPA expand its services and reach to a greater membership:

- **Dell Proposal that renews a Direct Sales Contract with NCPA.** This contract will continue to be supported by our direct sales teams who have established customer relationships across Texas - as well as the entire nation. Upon NCPA's award to Dell, these sales makers will continue to support and deliver the message to current and potential NCPA members regarding the mission and value of leveraging the Dell/NCPA relationship to deliver cost-effective and comprehensive technology solutions to their constituents
- **Dell Proposal that renews an Indirect Sales Contract with NCPA** that may be leveraged by Dell's vetted stable of channel partners nationwide. This partner community is supported by a discreet Dell sales organization uniquely focused on expanding Dell's channel partner relationships in Texas as well as nationwide. Currently Dell's channel partner community is greater than 30K nationwide. In 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 Customer and payments shall be made to the applicable reseller.

Our goal is for the enclosed proposal to not only meet the criteria of the technology solutions RFP, but also outline and position how the Dell/NCPA relationship supports the overall mission and value of NCPA. We are looking forward to continuing our partnership.



Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
- ◆ 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.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. 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:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. 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.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor.
- ◆ Pricing
 - All pricing submitted to 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 deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - 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
- ◆ Indemnity
 - 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 that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements 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 entity and awarded vendor.
- ◆ Certificates of Insurance
 - 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 local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all 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. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. 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.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; 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 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.

◆ Miscellaneous

- 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.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. 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.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$75 - \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Customer Service

Tab 1 - 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

Company name Dell Marketing, L.P.

Address One Dell Way

City/State/Zip Round Rock, Texas 78682

Telephone No. 512-728-5259

Fax No. 512-283-9092

Email address Staci_Mcdonald@dell.com

Printed name Staci McDonald

Position with company Proposal Consultant

Authorized signature Staci McDonald

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

Dell respectfully requests modifications to the terms provided in Section 1 of Solicitation Number 11-15 for Technology Solutions. These modifications can be found in Tab 2 of this response. 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 Section 1 of Solicitation Number 11-15 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.

Region ESC and all NCPA participants and members, by purchasing under this Contract from Dell agree to the terms between Region 14 ESC and Dell under the Contract.

1. Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) to two (2) working days after receipt of the request, unless otherwise indicated.

2. Assignment of Contract and Reseller Terms

No aAssignment of contract may be made by either party without the prior written approval of the other party Region 14 ESC (other than subcontractors retained by Dell from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Buyer's confidential data other than billing and contact information) and provided that Dell shall remain responsible for the performance of its obligations under this Agreement. Such approval shall not be unreasonably withheld by either party. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

NCPA and Dell agree that Dell may hire subcontractors for services; however, Dell shall remain responsible for such subcontractors' performance of services under the applicable Statement of Work between Dell and the Customer.

In instances where a reseller is selling Dell products and other products provided by Dell, invoices will be issued by the reseller to a Customer and payments shall be made to the applicable reseller.

3. Disclosures

Dell respectfully requests this section be deleted in its entirety as Dell has no way of knowing participants' employees. Dell can confirm that it has not, to the best of its knowledge and belief has not given illegal gratuities in order to secure this contract.

4. Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. 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 (unless as otherwise agreed by the parties):

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract, to only place orders for which funding is available and to pay Dell for products delivered and services performed.

5. Shipments (if applicable)



The awarded vendor shall ship ordered products within fifteen (15) 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, Dell 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.

6. Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. Customers shall provide Dell with a valid tax exemption certificate upon request, or such Customer shall be responsible for taxes.

7. 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 Customer's current outstanding balance. Dell, without waiving any other rights or remedies and without liability to Customer, 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 Customer and payments shall be made to the applicable reseller.-

8. Pricing

All pricing submitted to 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 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.

9. Warranty

Proposals should address each of the following:

- 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 D shall be applicable to sales under this contract.

10. Indemnity



~~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.~~

~~**A.** If Customer purchased Products or Services directly from Dell, Dell shall defend and indemnify Customer 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 Customer to continue using such Products or Deliverables or for Dell to continue performing the Services; (ii) modify such Products or Services to make them non-infringing; (iii) replace such Products or Services with a non-infringing equivalent; or (iv) if Customer 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 Customer's written specifications, including the incorporation of any software or other materials or processes Customer provides or requests. Dell's duty to indemnify and defend the Claim is contingent upon: (x) Customer's prompt written notice of the Claim; (y) Dell's right to solely control the defense and resolution of the Claim; and (z) Customer's cooperation in defending and resolving the Claim. These are Customer'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.** Customer shall defend and indemnify Dell against any third-party claim resulting or arising from: (i) Customer failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer, or associated with software or components requested by Customer to be used with, or installed or integrated as part of the Products or Services; (ii) Customer'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 Customer's alleged violation of applicable export laws; or (iv) Customer 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.~~

11. Franchise Taxes

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.

12. Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements 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 entity and awarded vendor; 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.

13. Certificates of Insurance

~~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.~~
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.

14. 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.

15. 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. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. 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.

16. 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; 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.

17. 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.~~



18. Miscellaneous

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. Except for any ongoing Statement of Work, Aafter the 30th business day all work will cease following completion of final purchase order.

19. 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.

19. 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. Customer certifies that all items (including hardware, software, technology and other materials) it provides to Dell 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. Dell 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 Dell 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. Dell’s privacy policies explain how Dell treats Customer’s personal information and protects Customer’s privacy and can be found at dell.com/privacy.

20. Limitation of Liability

A. DELL 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 CUSTOMER BREACH OF SECTIONS 3(D) OR 7, OR COUSTOMER VIOLATION OF DELL’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. DELL'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 DELL 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 DELL'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, 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.

21. Service Agreements.

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

22. Software.

The Software is subject to, and Customer is bound by, the applicable Software Agreement. "Software Agreement" means (in) the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Software, or (ii) if no license terms accompany the Software or are not otherwise made available to Customer by Dell, the End User License Agreement - A Version, found at dell.com/aeula. For Software listed at software.dell.com (the "DSG Software"), the terms and conditions of the applicable local agreement located at software.dell.com/legal/sta shall govern the DSG Software and the maintenance and support services for such Software.

23. Hardware Returns and Exchanges.

Customer agrees to Dell's return policy as stated at dell.com/returnspolicy. Before returning or exchanging Hardware, Customer must contact Dell to obtain an authorization number for Customer return. Customer must return Hardware in its original or equivalent packaging, and Customer is responsible for risk of loss and shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If Customer fails to follow the return or exchange instructions, Dell 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 Customer's purchase. Title to returned or exchanged Hardware shall pass to Dell upon receipt at the specified Dell facility.

24. Changed or Discontinued Products or Services.

Dell may revise or discontinue Products and Services at any time, including after Customer places an Order, but prior to Dell's shipment or performance. As a result, Products and Services Customer 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.

25. 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 Dell or its suppliers or licensors. Subject to Dell's receipt of payment in full for the applicable Services, Dell grants Customer a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely (i) in the country or countries in which Customer does business; (ii) for Customer's internal use; and (iii)



as necessary for Customer to enjoy the benefit of the Services as stated in the applicable Service Agreements.

26. For Reseller transactions:

For any transactions under this contract in which Dell resellers are reselling products obtained from Dell, the following terms shall apply:

Dell will require its resellers to agree to the terms of the NCPA contract with Dell. 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 Dell but must be in compliance with the pricing requirements in Dell's NCPA contract. Fees and reporting for Dell reseller transactions with NCPA members shall be provided by the Dell reseller only. Payments made by NCPA or its members for these reseller transactions shall be made to the reseller.

Dell will propose authorized resellers to be added to contract for Region 14 ESC and NCPA approval. NCPA and Dell must be in agreement on resellers to be added to contract. Dell can have a reseller removed from contract, upon notice.

27. Shipping Charges; Title; Risk of Loss.

Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to Hardware passes from Dell to Customer upon shipment. Delivery of Software is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. Customer must notify Dell within 21 days of Customer's invoice date if Customer believes any part of Customer's Order is missing, wrong, or damaged.

28. Excluded Data.

Customer acknowledges that Products and Services provided under this Agreement are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) except for certain DSG Software, other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "Excluded Data"). Customer is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.

29. U.S. Government Restricted Rights.

The software and documentation provided with the Products and Services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212.

Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.

Contractor/manufacturer of (i) Dell-branded Software (other than DSG Software) and Dell-branded Products is Dell Products L.P., One Dell Way, Round Rock, Texas 78682, and (ii) DSG Software is Dell Software Inc., 5 Polaris Way, Aliso Viejo, California 92656.

30. Customers under this contract are responsible for sales tax and any other taxes or governmental fees associated with their Order. If Customers qualify for a tax exemption, purchasers must provide Dell with a valid certificate of exemption or other appropriate proof of exemption. The charges stated on each line item of the invoice shall include all duties, levies or any similar charges and exclude VAT or equivalent sales or use tax. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, and excise taxes). Dell's invoice shall be in accordance with applicable law. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Dell net of the required withholding or deduction.



Customer will supply to Dell satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted.



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.

◆ States Covered

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

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |



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 US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

◆ 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 is a M/WBE
 - Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB

◆ 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:
 - A publically 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
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

- Which best describes your company's position in the distribution channel:
 - Manufacturer Direct
 - Authorized Distributor
 - Value-added reseller
 - Certified education/government reseller
 - Manufacturer marketing through reseller
 - Other: _____

◆ Processing Information

- Provide company contact information for the following:
 - Sales Reports / Accounts Payable
 - Contact Person: Cyndi Radel
 - Title: Contracts Manager
 - Company: Dell Marketing, L.P.
 - Address: One Dell Way
 - City: Round Rock State: Texas Zip: 78682
 - Phone: 201-747-9294 Email: Cyndi_Radel@dell.com



- Purchase Orders
 - Contact Person: Kevin Prifogle
 - Title: Inside Sales Representative
 - Company: Dell Marketing, L.P.
 - Address: One Dell Way
 - City: Round Rock State: Texas Zip: 78682
 - Phone: 512-513-9195 Email: Kevin_Prifogle@dell.com

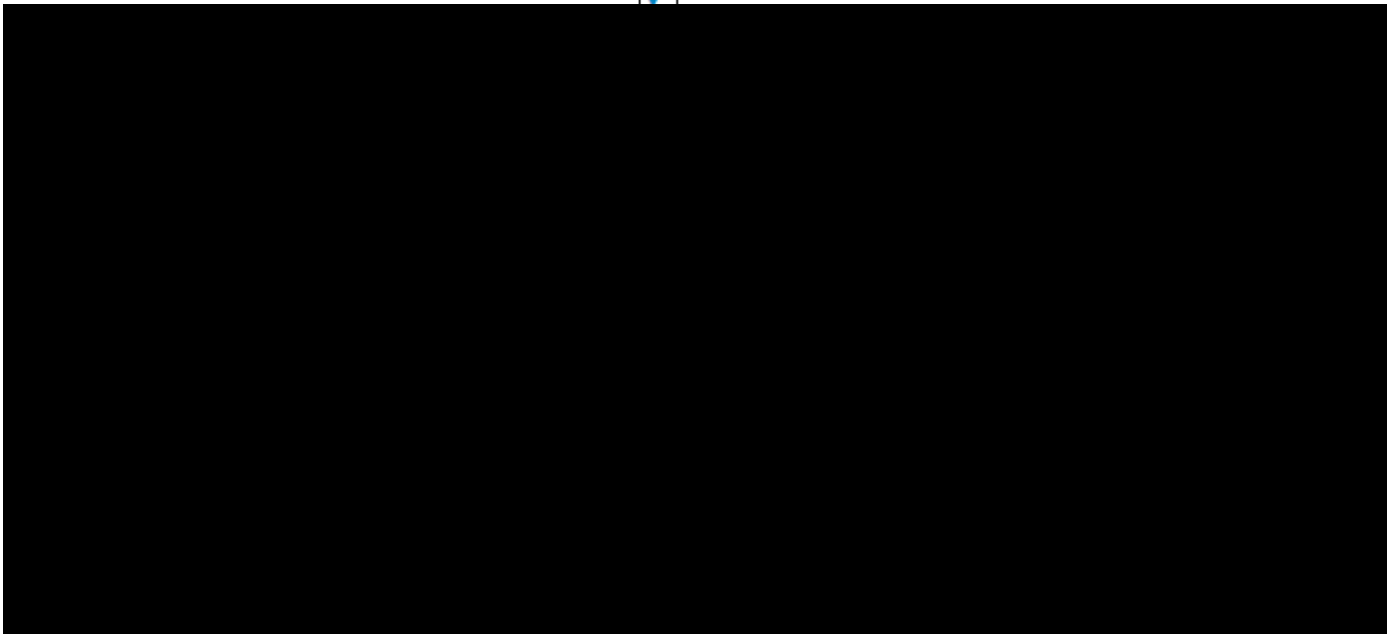
- Sales and Marketing
 - Contact Person: Brian Paulger
 - Title: Account Executive
 - Company: Dell Marketing, L.P.
 - Address: One Dell Way
 - City: Round Rock State: Texas Zip: 78682
 - Phone: 815-307-2786 Email: Brian_Paulger@dell.com

◆ 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

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No



Tab 4 - Vendor Profile

Please provide the following information about your company:

Company's official registered name.

Dell Response:

Dell Marketing L.P. is a Texas limited partnership. Dell Marketing GP L.L.C., a Delaware limited liability company, is the sole general partner (1%). Dell Marketing LP L.L.C., a Delaware limited liability company, is the sole limited partner (99%). All of these entities are wholly-owned subsidiaries of Dell Inc., a Delaware company.

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

Dell Response:

Dell's corporate headquarters are in Round Rock, Texas, and the company's birthplace. Central Texas is also the home to Dell Americas, the regional business unit for the United States, Canada, South America and Latin America. Dell has regional headquarters in Bracknell, England-for Europe, Middle East and Africa; and in Singapore to serve the Pacific Rim, including Japan, India, China, Australia and New Zealand.

Dell has over 25 years of experience of manufacturing and installing computer products as well as providing numerous services. The table below summarizes key milestones in our history.

1984	Michael Dell founds Dell Computer Corporation.
1985	Company introduces the first computer system of its own design; the Turbo, featuring Intel 8088 processor running at eight megahertz.
1987	Dell is first computer systems company to offer next-day, on-site product service. International expansion begins with opening of subsidiary in United Kingdom.
1988	Dell conducts initial public offering of company stock, 3.5 million shares at \$8.50 each.
1990	Manufacturing center in Limerick, Ireland, opened to serve European, Middle Eastern and African markets.
1991	Company introduces its first notebook computer.
1992	Dell included for first time among Fortune 500 roster of world's largest companies.
1993	Dell joins ranks of the top-five computer system makers worldwide. Subsidiaries in Australia and Japan are company's first entries into Asia-Pacific region.
1995	\$8.50 shares of Dell stock worth \$100 on pre-split basis.
1996	Dell opens original Asia-Pacific manufacturing center in Penang, Malaysia. Customers begin buying Dell computers via Internet at www.dell.com . Dell begins major push into network-server market. Company added to Standard & Poor's 500 stock index.



1997	<p>Dell ships its 10-millionth computer system.</p> <p>Per-share value of common stock reaches \$1,000 on pre-split basis.</p> <p>Dell introduces its first workstation systems.</p> <p>Company sales via Internet exceed \$4 million per day, from \$1 million at the start of the year.</p>
1998	<p>Company expands manufacturing facilities in the Americas and Europe, and opens a production and customer center in Xiamen, China.</p> <p>Dell introduces its PowerVault storage products.</p>
1999	<p>Dell opens second major U.S. location in Nashville, Tennessee.</p> <p>Dell opens manufacturing facility in Eldorado do Sul, Brasil to serve Latin America.</p> <p>Dell introduces "e-Support Direct from Dell" online technical support.</p>
2000	<p>Company sales via Internet reach \$50 million per day.</p> <p>For the first time, Dell is No. 1 in worldwide workstation shipments.</p> <p>Dell introduces PowerApp appliance servers.</p> <p>Dell ships its one millionth PowerEdge server.</p>
2001	<p>For the first time, Dell ranks No. 1 in global market share.</p> <p>Dell is No. 1 in the United States for standard Intel architecture server shipments.</p> <p>Dell introduces PowerConnect network switches.</p> <p>Dell signs 5 year partnership with EMC to offer the Dell EMC storage product range.</p>
2002	<p>Dell names its Austin Manufacturing Campus the Topfer Manufacturing Center.</p> <p>Dell ships its 2 millionth port in the PowerConnect line of network switches.</p> <p>U.S. consumers choose Dell as their No. 1 computer systems provider.</p> <p>Dell ships its first "blade" server, enters the handheld market with the Axim X5, introduces a standards-based point-of-sale offering for retail customers and enters the projector market with the introduction of the 3100MP projector.</p>
2003	<p>Dell introduces printers for business and consumer customers.</p> <p>Dell launches Dell Recycling to enable customers to recycle or donate to charity computer equipment from any manufacturer.</p> <p>The name change to Dell Inc. is official, reflecting the evolution of the company to a diverse supplier of technology products and services.</p> <p>Dell enters consumer electronics, a natural extension of the company's existing product portfolio that provides customers with a single resource for consumer technology needs.</p>
2004	<p>Dell announces a third U.S. manufacturing facility in North Carolina.</p>
2005	<p>Dell tops list of "America's Most Admired Companies" in Fortune Magazine.</p> <p>Dell Factory opens in Winston-Salem, North Carolina.</p>
2006	<p>Dell ships more than 10 million systems in a single quarter (Q4, FY06) for the first time in its history.</p>
2007	<p>Michael Dell returns as Chief Executive Officer.</p> <p>Dell opens second Brasil manufacturing facility in Hortolandia.</p> <p>Dell opens manufacturing facility in Chennai, India.</p> <p>Dell opens manufacturing facility in Lodz, Poland.</p> <p>Dell acquires SilverBack Technologies, Inc., ASAP Software Express, Inc., and EqualLogic Inc.</p>
2008	<p>Dell acquires The Networked Storage Company, MessageOne Inc., and the Allin Corporation.</p>
2009	<p>Dell formalizes its long term collaboration with Perot Systems and joins with them to form the new Dell</p>



	<p>Services.</p> <p>Dell and Chinese software maker Kingsoft have agree a mid- to long-term strategic partnership framework.</p>
2010	<p>Dell acquires assets of Exanet, a provider of network-attached storage (NAS) technology.</p> <p>Dell acquires KACE, a leading systems-management appliance company.</p> <p>Dell acquires Scalent, the provider of the software technology used for the Dell Advanced Infrastructure Manager (Dell AIM).</p> <p>Dell acquires Ocarina Networks, a maker of hardware and software designed to reduce the amount of storage capacity enterprises need.</p> <p>Dell acquires SecureWorks, a leader for managed security services providers, bringing a wealth of deep security expertise and global threat intelligence to a wide range of organizations.</p> <p>Dell accelerates its enterprise customers' move to the cloud with Dell Virtual Integrated Systems solutions.</p> <p>Newsweek names Dell the greenest company in America.</p>
2011	<p>Dell acquires Compellent, a rapidly growing storage solutions provider, to help our customers better manage data growth, reduce storage costs, and dramatically simplify IT management.</p> <p>Dell announces plans for research and development centers in Silicon Valley in the U.S. and Ra'anana in Israel to support our expansion of key solutions capabilities.</p> <p>Dell celebrates a record-breaking fourth quarter with double-digit growth in the strategic enterprise solutions and services space and the largest single-year revenue increase in company history.</p> <p>Dell acquires InSiteOne, an archiving and image management solution for the healthcare vertical.</p> <p>Dell acquires Force10 Networks, a leader in high-performance data center networking.</p> <p>Dell acquires RNA Networks, a company that brings very specialized software engineering expertise that complements and helps accelerate the future direction of our enterprise solutions.</p>
2012	<p>Dell acquires AppAssure, a global leader in complete server, data, and application protection for virtual, physical, and cloud infrastructures.</p> <p>Dell acquires SonicWALL, Inc. SonicWALL is a global provider of network security, content security, web and email security, secure remote access, and business continuity solutions.</p> <p>Dell acquires Wyse Technology, a privately held global leader in Thin Client computing devices and software.</p> <p>Dell acquires Clerity Solutions. Clerity Solutions is a leading global provider of application modernization and legacy system re-hosting solutions and software.</p> <p>Dell acquires Make Technologies, a leading global provider of application modernization software and services.</p> <p>Dell acquires Quest Software providing solutions for the management of databases, applications, Windows, virtualization, and more.</p> <p>Dell acquires Gale Technologies, a leading provider of infrastructure automation software that allows organizations to streamline the deployment of on-premise and hybrid clouds for self-service access to infrastructure.</p> <p>Dell acquires Credant Technologies, an industry-leading provider of data protection solutions to control, manage and secure data from endpoints to servers, to storage, to applications and the cloud.</p>
2013	<p>Dell acquires Enstratus, an award-winning enterprise cloud-management software and services provider that delivers single and multi-cloud management capabilities.</p> <p>On Oct. 29, 2013, Dell announced the completion of it's acquisition by Michael Dell, Dell's founder and CEO, and Silver Lake Partners, a leading global technology firm.</p>
2014	<p>Dell acquires StatSoft, a leading provider of advanced analytics solutions that deliver a wide range of data mining, predictive analytics and data visualization capabilities.</p>



Company's Dun & Bradstreet (D&B) number.

Dell Response:

Dell's Dun & Bradstreet Number: 11-431-5195

Company's organizational chart of those individuals that would be involved in the contract.

Dell Response:

Please refer to Attachment A of this response for Dell sales team organization charts.

- Account Executive - Brian Paulger, Brian_Paulger@Dell.com, 806-307-2786
- Inside Sales Representative - Kevin Prifogle, Kevin_Prifogle@Dell.com, 512-513-9195
- Regional Sales Director - Jeanne Newberry, Jeanne_Newberry@Dell.com, 512-415-6292
- Channel Account Manager Sean Groberman, Sean_Groberman@Dell.com, 206-499-0041
- Contract Manager - Jarren Sternburg, Jarren_Sternburg@dell.com, 512-723-9138
- Program Manager - Cyndi Radel, Cyndi_Radel@dell.com, 231-747-9294

Corporate office location.

- **List the number of sales and services offices for states being bid in solicitation.**

Dell Response:

This contract will be made available to customers in all 50 states. However, the contract will be managed out of our Corporate Headquarters.

Dell's corporate headquarters are located in Round Rock, Texas, the company's birthplace. Central Texas is also the home to Dell Americas, the regional business unit for the United States, Canada, South America and Latin America. Dell has regional headquarters in Bracknell, England, for Europe, Middle East and Africa and in Singapore to serve the Pacific Rim, including Japan, India, China, Australia and New Zealand.

Americas		
Headquarters:	Round Rock, Texas	
Business Centers ¹ :	El Dorado Do Sul, Brazil; Oklahoma City, Oklahoma; Panama City, Panama; Nashville, Tennessee; Austin & Round Rock, Texas	
Manufacturing facilities:	Austin, Texas; Hortolândia, Brazil	
Regional offices:	Argentina Brazil Canada Chile	Colombia Mexico Panama Puerto Rico

¹ Business center locations include facilities with capacity greater than 1,000 people. Operations within these centers include sales, technical support, administrative, and support functions. Locations of smaller business centers are not listed.



- **List the names of key contacts at each with title, address, phone and e---mail address.**

Dell Response:

Please refer to Attachment A of this response for Dell sales team organization charts.

- Account Executive - Brian Paulger, Brian_Paulger@Dell.com, 806-307-2786
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- Program Manager - Cyndi Radel, Cyndi_Radel@dell.com, 231-747-9294

Define your standard terms of payment.

Dell Response:

Customer invoices are due and payable in full as presented within thirty (30) days of the date of the invoice and shipment of the products. Dell's terms are net 30 days from date of invoice, which is generated by Dell at the time of shipment.

Who is your competition in the marketplace?

Dell Response:

Technology Manufactures and services organizations supporting: Application services, Business Consulting, Cloud base services, Configuration and deployment, IT Consulting, Managed infrastructure and support services.

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:

Please note that Dell considers this information proprietary and confidential. Dell's Annual Report to Customers is available online and can be found at <https://powermore.dell.com/arc/>.

What differentiates your company from competitors?

Dell Response:

The Scalable Enterprise

Dell's enterprise strategy is the Scalable Enterprise. Dell uses a pragmatic, modular approach to provide standards-based enterprise products that enable new systems to be integrated into the existing infrastructure as requirements change. This "pay as you grow" strategy lets you optimize network performance with cost-effective scaling. Dell's award-winning enterprise products provide affordable solutions for today's IT requirements while preparing you for the future.

Total Enterprise Portfolio

By listening to thousands of enterprise customers, large and small, Dell is better able to align technology solutions with business challenges. Dell has complete, industry-standard solutions for the



scalable enterprise. Dell's comprehensive services help you to better plan, implement and maintain your IT infrastructure. Whether you're equipping a small remote office or a large data center, we have solutions that can be customized to meet your specific requirements.

Multi-tier Server and Storage Architecture

Dell's cost-effective server and storage products incorporate multi-tier server and storage architecture designed for high performance, availability and reliability and uses innovative management software to simplify IT administrative tasks. Modular Dell storage products help solve ever-growing data storage requirements and simplify storage consolidation projects to save time and money throughout the planning, deployment and management of your enterprise solution.

Client Solutions

Dell's complete client product line and services solutions are designed to deliver a variety of desktop and mobile systems that can be configured to meet your organizations specific needs for performance, functionality and management. Dell client products offer your organization a competitive edge for today's requirements while providing the tools needed for tomorrow's challenges.

End-to-End Enterprise Services

Dell's end-to-end enterprise services deliver the expert assistance you need to maximize the value of your Dell products. With service capabilities ranging from technology planning and design, to implementation, asset recovery, training and support, Dell service professionals provide support at any point in the technology lifecycle.

Because Dell designs enterprise systems that scale with your needs, Dell can help stretch your IT dollars while providing the control and flexibility you need to meet tomorrow's business demands. Dell enterprise solutions provide a single point of accountability and help improve your ROI by simplifying IT operations, improving resource utilization and cost effectively growing to meet your needs.

Describe how your company will market this contract if awarded.

Dell Response:

Our go to market strategy is two-fold we will have a direct marketing sales effort with our existing sales force along with a reseller approach utilizing our channel community. Our approach will be sales driven creating awareness via customer facing and the leveraging channel partners as an extension of our sales marketing engine.

Describe how you intend to introduce NCPA to your company.

Dell Response:

Dell and NCPA have enjoyed a mutually beneficial relationship over the last 4 years. We will continue with the current strategy which includes internal messaging, internal blogs, regional and national broadcast via web based tools, webcast, and a series of town hall meetings with channel community.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Dell Response:

Dell's on-line website provides customers the ability to browse products, create quotes, and view product & support information, allowing for frictionless order entry increasing order accuracy and faster delivery of product. Online features also include purchase order history and order confirmation allowing for a streamlined procurement process and real time reporting information online available 24/7.

Please refer to Appendix B for complete details.



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

Dell Response:

Dell's commitment to personalized attention is evident in the ongoing development of the Customer Care program. Customer Care provides support focused specifically on all issues and concerns from post shipment through the first 21 days of ownership, including:

- Returns, exchanges, short orders
- Order shipment tracking
- Order status / questions / educate customers on order status reporting
- Policy & Procedure question
- Address corrections
- Pick-up and redelivery
- Customer carrier account information
- Provide proof of delivery
- Packing slip request
- Invoice request / train customers how to access via Premier
- Provide automated reporting (order status, logistics, service tag report)

This commitment enables Dell to better assist you and focus on your needs. As Dell continues to grow, Customer Care will develop more focus and refinement on addressing even the most unique customer needs.

Availability

Customer Care provides telephone assistance Monday through Friday, 8:00 a.m. - 5:00 p.m. Central Time, excluding normal holidays. We also provide e-mail support or you can submit your request using an easy online form found on www.Dell.com.

Responsiveness

Dell's continual education policy requires our Customer Care representatives to attend extensive training each year to keep up with the latest knowledge and skills required to handle the most particular situations. Dell Global Customer Care works to meet a telephone service level goal of 80%, answering 80% of the phone calls within two minutes, and replying to issues submitted online, within four hours.

Quality

Dell Customer Care has a quality program that initiates random quality audits of telephone conversations to improve the customer's experience and prevent repeat calls. Dell monitors its Customer Care representatives on everything from their demeanor to how accurately and completely they respond to the customer's questions and concerns.

Green Initiatives

- ***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:**Dell's Green Commitment and Initiatives - 2020 Environmental Goals****Reduce the Environmental Impact of our Operations**

- Reduce greenhouse gas emissions from our facilities and logistics operations by 50% by 2020 (On Track)
- Reduce our water use in water-stressed regions by 20% (On Track)
- Ensure 90% of waste in Dell-operated buildings is diverted from landfills (On Track)
- Develop and maintain sustainability initiatives in 100% of Dell-operated buildings (On Track)

Drive Social and Environmental Responsibility in the Industry and our Supply Chain

- Demonstrate 100% transparency of key issues within our supply chain, working with suppliers to mitigate risks in those areas (On Track)
- Ensure 100% of packaging is sourced from sustainable materials (On Track)

Enable Customers to Reduce the Environmental Impact of their IT Infrastructure

- Reduce the energy intensity of our product portfolio by 80% (On track)
- Ensure 100% of Dell packaging is either recyclable or compostable (On track)
- Recover 2 billion pounds of used electronics (On track)
- Use 50 million pounds of recycled content plastic and other sustainable materials in our products (On track)
- Phase out environmentally sensitive materials as viable alternatives exist (On track)

Promote Technology's Role in Addressing Environmental Challenges

- Identify and quantify the benefits of Dell-developed solutions (On track)

Green IT**Greener, scalable, upgradable architecture**

Dell uses modular design to make its products easy to upgrade and service - and, when necessary, to be safely and efficiently recycled.

Efficient configuration and delivery

As an EPA SmartWay partner, Dell favors business with carriers that demonstrate a commitment to reducing their greenhouse gas impacts. By minimizing packaging material wherever feasible, Dell can reduce the impact of waste and transportation.

Engagement and empowerment

Dell provides tools such as energy calculators and its Greenprint Advisor (dell.com/greenprintadvisor) to help customers make decisions that are best for their organization's green objectives. Regular, transparent interaction with NGOs, investors, and



other stakeholders provides critical feedback for the development of effective sustainability policy. Online communities and forums also help connect employees and customers.

Product recovery and recycling

Dell has developed a global recovery and recycling supply chain on six continents to recycle the parts and materials it collects.

Employee Engagement within Dell

In addition to its technological innovations, Dell has made improvements in its paper management. By using FSC-certified and post-consumer paper in our consumer catalogues, the company was able to reduce a massive element of its environmental footprint as well as reduce costs in supply and fulfillment.

Dell was able to achieve this by allowing the people involved to feel that they had a certain level of ownership over these transitions. This helps foster employee engagement, and helps embed sustainability into the business.

Employees have made sustainability a passion. Executive from the top down have supported and promoted the company's initiatives and there has been an equal amount of leadership shown from the bottom up. Dell employees across the globe voluntarily participate in green teams to brainstorm and work on environmentally responsible projects in their facilities and local communities.

Globally, Dell saves more than \$3 million and avoids nearly 12,000 tons of CO2 annually through a power-management initiative that turns off computers at night and wakes them back up in the morning, an idea brought forward by one of its employees.

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's Federal ID No. is 74-2616805. Dell is licensed to conduct business in all 50 states. We can provide all current licenses, registrations, certifications and any other applicable documentation upon request.

Dell Inc. is not classified as a small, women, or minority owned business. Dell may partner with various diverse subcontractors when architecting service solutions for our customers and many of those partners are classified as small, women, or minority owned (M/WBE) and can support the goals of Tier 2 credits to our corporate customers.



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.

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

Products

- ✓ Laptops/Notebooks/PDAs
- ✓ Desktop Computers
- ✓ Servers
- ✓ Software
- ✓ Accessories
- ✓ Battery Back--up / Power / Surge
- ✓ Cables
- ✓ Data Storage / Drives
- ✓ Digital Imaging – Cameras / Scanner
- ✓ Keyboard / Mice / Input Devices
- ✓ Memory / System Components
- ✓ Office Equipment
- ✓ Printers
- ✓ Sound / Multimedia
- ✓ Telecommunications Products
- ✓ Video – Monitors / Cards / Projector
- ✓ Interactive Whiteboards
- ✓ DVD / Books / Music / Video

Services

- ✓ Installs
- ✓ Asset Management
- ✓ Managed Services
- ✓ Telecommunications
- ✓ Product Configurations
- ✓ Product Support
- ✓ Warranty
- ✓ Insurance



Dell delivers innovative technology and services which customers trust and value. As a leading technology company, we offer a broad range of product categories, including mobility products, desktop PCs, software and peripherals, servers and networking, and storage. Our services include a broad range of configurable IT and business related services, including infrastructure technology, consulting and applications, and business process services.

Dell is a holding company that conducts its business worldwide through its subsidiaries. We were incorporated in the state of Delaware in 1984. Our global corporate headquarters is located in Round Rock, Texas.

Business Strategy

A few years ago, Dell initiated a broad transformation to become an end-to-end technology solutions provider. A key component of this transformation is shifting our portfolio to products and services that provide higher-value to our customers. As part of this strategy, we emphasize expansion of our enterprise solutions, which include servers, networking, and storage, as well as our services and software capabilities. Our client offerings also continue to be an important element of our strategic transformation.

Products and Services

We design, develop, manufacture, market, sell, and support a wide range of products and services.

Products

- *Client* - We offer a wide variety of client computing devices, including desktop PCs, notebooks, and tablets, designed with customer needs in mind. Our offerings balance performance, manageability, design, and security. In 2012 we expanded our thin client portfolio with our cloud-based mobile computing offerings and we also introduced a portfolio of Windows-8 touch-enabled tablets and convertibles. Our tablet and convertible solutions are designed to optimize efficiency, while reducing the total cost of ownership for commercial customers, including the use of such solutions in the workplace as part of the "Bring Your Own Device" trend. In addition, our client solutions provide uncompromised performance for the entertainment needs of our consumer customers.
- *Servers* - Our servers are designed to offer customers affordable performance, reliability, and scalability. Our portfolio includes high performance rack, blade, tower, and hyperscale servers for enterprise customers and value tower servers for small organizations, networks, and remote offices. Our hyperscale servers are designed to maximize performance and operating efficiency in the most intense data environments. Our servers deliver high performance and flexibility while maximizing energy efficiency. In addition, we are offering 12th generation line of PowerEdge servers, which were designed for optimal performance.
- *Storage* - We offer a comprehensive portfolio of advanced storage solutions, including storage area networks, network-attached storage, direct-attached storage, and various backup systems. Our storage offerings allow customers to grow capacity, add performance, and protect their data in a more economical manner. The flexibility and scalability offered by our storage systems help organizations optimize storage for diverse environments with varied requirements. We enhanced our storage offerings with a number of new options, including new hardware platforms for greater performance and capacity, new network-attached storage gateways, which provide unified storage solutions, synchronous replication, which offers real time data protection, and enterprise-class storage blade arrays for converged infrastructure offerings.



- *Third-party software and peripherals* - In connection with the sale of our product offerings, we sell a wide range of peripherals, including monitors, printers, projectors, other client and enterprise peripherals, as well as third-party software products.

Services

Our services include a broad range of configurable IT and business services, including infrastructure technology, consulting and applications, and product-related support services. We manage our services based on a customer engagement model, which groups our services with similar demand, economic, and delivery profiles into three categories of services: support and deployment services; infrastructure, cloud, and security services; and applications and business process services. Within those categories, we offer a variety of services to our customers as part of an overall solution.

- *Support and Deployment Services* - These services are closely tied to the sale of our hardware offerings, as well as multivendor support services. These services include support and extended warranty services, enterprise installation, and configuration services.
- *Infrastructure, Cloud, and Security Services* - Infrastructure, cloud, and security services may be performed under multi-year outsourcing arrangements, subscription services, or short-term consulting contracts. These services include infrastructure and security managed services, cloud computing, infrastructure consulting, and security consulting and threat intelligence. We are often responsible for defining the infrastructure technology strategies for our customers through the identification and delivery of new technology offerings and innovations that deliver value to our customers.
- *Applications and Business Process Services* - Applications services include such services as application development and maintenance, application migration and management services, package implementation, testing and quality assurance functions, business intelligence and data warehouse solutions, and application consulting services. Business process services involve assuming responsibility for certain customer business functions, including back office administration, call center management, and other technical and administration services.

Software

Software is a critical component of enterprise solutions and end-user computing. Our software offerings consist of system management, security software offerings, and information management.

Financial Services

We offer or arrange various financing options and services for our commercial and consumer customers in the U.S. and Canada through Dell Financial Services. Dell Financial Services offer a wide range of services, including originating, collecting, and servicing customer receivables primarily related to the purchase of Dell products. We offer private label credit financing programs to qualified consumer and commercial customers and leases and fixed-term financing to Commercial customers primarily. Financing through Dell Financial Services is one of many sources of funding that our customers may select.

Product Development

We operate 17 global research and development centers, including the Dell Silicon Valley Research and Development Center.

We focus on developing scalable technologies that incorporate highly desirable features and capabilities at competitive prices. We employ a collaborative approach to product design and development in which our engineers, with direct customer input, design innovative solutions. They work with a global network of technology companies to architect new system designs, influence the



direction of future development, and integrate new technologies into our products. We manage our research, development, and engineering spending by targeting those innovations and products that we believe are most valuable to our customers and by relying on the capabilities of our strategic relationships. Through this collaborative, customer-focused approach, we are able to deliver new and relevant products to the market quickly and efficiently.

To further our transformation to an end-to-end technology solutions provider, we are increasing our investment in research and development activities. Our total research, development, and engineering expenses were \$0.7 billion in 2010, \$0.9 billion in 2011, and \$1.1 billion in 2012. These increases reflect our focus in shifting our investments to research and development activities that support our initiatives to grow our enterprise solutions, services, and software offerings.

Manufacturing and Materials

Third parties manufacture the majority of the client products we sell under the Dell brand.

We use contract manufacturers and manufacturing outsourcing relationships as part of our strategy to enhance our variable cost structure and to achieve our goals of generating cost efficiencies, delivering products faster, better serving our customers, and building a world-class supply chain.

Our manufacturing facilities are located in:

- Austin, Texas
- Penang, Malaysia
- Chengdu, China
- Xiamen, China
- Hortolândia, Brazil
- Chennai, India
- Lodz, Poland

Our manufacturing process consists of assembly, software installation, functional testing, and quality control. Testing and quality control processes are also applied to components, parts, sub-assemblies, and systems obtained from third-party suppliers.

Quality control is maintained through the testing of components, sub-assemblies, and systems at various stages in the manufacturing process. Quality control also includes a burn-in period for completed units after assembly, ongoing production reliability audits, failure tracking for early identification of production and component problems, and information from customers obtained through services and support programs. We are certified to the ISO (International Organization for Standardization) 9001: 2008 Quality management systems standard. This certification includes most of our global sites that design, manufacture, and service our products.

We purchase materials, supplies, product components, and products from a large number of vendors. In other cases, we may establish a working relationship with a single source or a limited number of sources of supply if it is advantageous due to performance, quality, support, delivery, capacity, or price considerations.

Geographic Operations

Our global corporate headquarters is located in Round Rock, Texas. We have operations and conduct business in many countries located in the Americas, Europe, the Middle East, Asia and other geographic regions. To increase our global presence, we continue to focus on markets outside of the U.S., Western Europe, Canada, and Japan.



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 Proposal that renews a Direct Sales Contract with NCPA. This contract will continue to be supported by our direct sales teams who have established customer relationships across Texas - as well as the entire nation. Upon NCPA's award to Dell, these sales makers will continue to support and deliver the message to current and potential NCPA members regarding the mission and value of leveraging the Dell/NCPA relationship to deliver cost-effective and comprehensive technology solutions to their constituents
- Dell Proposal that renews an Indirect Sales Contract with NCPA that may be leveraged by Dell's vetted stable of channel partners nationwide. This partner community is supported by a discreet Dell sales organization uniquely focused on expanding Dell's channel partner relationships in Texas as well as nationwide. Currently Dell's channel partner community is greater than 30K nationwide. In 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 Customer and payments shall be made to the applicable reseller.
- As a value-added feature that will continue to be extended to NCPA and its participating membership under either the Direct or Indirect contract(s) is the opportunity to participate in the Dell Member Purchase Program. This plan will enable the employees of NCPA and its members who purchase institutionally using the Dell/NCPA contract the unique opportunity to enjoy special discounts on their personal purchases of Dell products.

Member Purchase Program

Dell has been developing and implementing successful Member Purchase Programs (MPP) for over eight years. Dell provides MPP services to numerous Fortune 500 customers, public agencies and educational institutions. We've worked with over 12,000 employers in the U.S. alone. We have a proven, robust Member Purchase Program infrastructure in place, ready to design and implement a plan for you quickly. Dell MPP customers purchase more than \$3 million a day in products and services under existing programs.

The current offer is based on performance and protection chosen by employees. They'll receive up to a 7% discount on all Dell products including Dell Inspiron notebooks or desktop computers. Frequent promotions and discounts on other electronics and accessories are also available from Dell.

Maximizing the Program

The employer plays a key role in the success of an employee purchase program. While an MPP alone may result in less than 2% of your employees participating, an MPP coupled with the ability for employees to deduct the purchase from their paycheck can yield a 25% participation rate. Professional Dell program managers are available to help coordinate complex program logistics with accounts payable and payroll.

Communications

In addition to the program parameters, how an MPP is communicated to the employee base determines the success of the program. Companies that have the highest participation rates communicate to their employees a minimum of four times per year, in addition to having the MPP link posted on their



company intranet. Surveys of existing MPP customers relay that e-mail is the most frequent method of communication, followed by company intranet and fliers. The most successful programs are those that use a variety of communication vehicles during key buying periods, such as holiday shopping and back-to-school.

Dell asks NCPA to provide a program coordinator(s) for the MPP. Dell provides ready-made marketing communications materials for the program coordinator to send emails to your employees. Dell also provides ready-made web banners, posters, payroll stuffers and other types of communications materials. Once your employees contact Dell, they have the option to “opt-in” for MPP offers directly from Dell.



Tab 9 - Required Documents

Clean Air and Water Act / Debarment Notice

Clean Air and Water Act & Debarment Notice

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

Potential Vendor	<u>Dell Marketing, L.P.</u>
Print Name	<u>Staci McDonald, Proposal Consultant</u>
Address	<u>One Dell Way</u>
City, State, Zip	<u>Round Rock, Texas 78682</u>
Authorized signature	<u>Staci McDonald</u>
Date	<u>September 8, 2015</u>



Contractors Requirements

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. 33-391 and A.R.S. 33-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature Staci McDonald
Date September 8, 2015



Antitrust Certification Statements

Antitrust Certification Statements (Tex. 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 No.	<u>512-728-5259</u>
Fax No.	<u>512-283-9092</u>
Email address	<u>Staci_McDonald@dell.com</u>
Printed name	<u>Staci McDonald</u>
Position with company	<u>Proposal Consultant</u>
Authorized signature	<u>Staci McDonald</u>



FEMA Standard Terms and Conditions Addendum for Contracts and Grants

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.



Required Clauses for Federal Assistance by FTA

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) 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 Public Agency, the FTA Administrator, 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 work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard 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.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 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 implementing requirements FTA may issue.
- 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 in the future 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.
 - 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.

- 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

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.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, 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.

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, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, 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 perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

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.

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 the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be 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.



State Notice Addendum

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon	No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY	54	CITY OF MOSSIER
2	CITY COUNTY INSURANCE SERVICES	55	CITY OF NEWBERG
3	CITY OF ADAIR VILLAGE	56	CITY OF NORTH PLAINS
4	CITY OF ALBANY	57	CITY OF OREGON CITY
5	CITY OF ASHLAND	58	CITY OF PHOENIX
6	CITY OF ASTORIA OREGON	59	CITY OF PILOT ROCK
7	CITY OF ALUMVILLE	60	CITY OF PORT ORFORD
8	CITY OF AURORA	61	CITY OF PORTLAND
9	CITY OF BEAVERTON	62	CITY OF POWERS
10	CITY OF BOARDMAN	63	CITY OF REDMOND
11	CITY OF BURNS	64	CITY OF REEDSPORT
12	CITY OF CANBY	65	CITY OF RIDDLE
13	CITY OF CANNON BEACH OR	66	CITY OF SALEM
14	CITY OF CANYONVILLE	67	CITY OF SANDY
15	CITY OF CENTRAL POINT POLICE DEPARTMENT	68	CITY OF SANDY
16	CITY OF CLATSkanie	69	CITY OF SCAPPOOSE
17	CITY OF COBURG	70	CITY OF SEASIDE
18	CITY OF CONDON	71	CITY OF SHADY COVE
19	CITY OF COOS BAY	72	CITY OF SHERWOOD
20	CITY OF CORVALLIS	73	CITY OF SPRINGFIELD
21	CITY OF COTTAGE GROVE	74	CITY OF ST. PAUL
22	CITY OF CRESWELL	75	CITY OF STAYTON
23	CITY OF DALLAS	76	CITY OF TIGARD, OREGON
24	CITY OF DAMASCUS	77	CITY OF TUALATIN, OREGON
25	CITY OF DUNDEE	78	CITY OF WARRENTON
26	CITY OF EAGLE POINT	79	CITY OF WEST LINN/PARKS
27	CITY OF ECHO	80	CITY OF WILSONVILLE
28	CITY OF ESTACADA	81	CITY OF WINSTON
29	CITY OF EUGENE	82	CITY OF WOOD VILLAGE
30	CITY OF FAIRVIEW	83	CITY OF WOODBURN
31	CITY OF FALLS CITY	84	CITY OF YACHTS
32	CITY OF GATES	85	FLORENCE AREA CHAMBER OF COMMERCE
33	CITY OF GEARHART	86	GASTON RURAL FIRE DEPARTMENT
34	CITY OF GERVAIS	87	GLADSTONE POLICE DEPARTMENT
35	CITY OF GOLD HILL	88	HOUSING AUTHORITY OF THE CITY OF SALEM
36	CITY OF GRANTS PASS	89	KEIZER POLICE DEPARTMENT
37	CITY OF GRESHAM	90	LEAGUE OF OREGON CITIES
38	CITY OF HAPPY VALLEY	91	MAJIN COMMUNITY PARK AND RECREATION DISTRICT
39	CITY OF HILLSBORO	92	METRO
40	CITY OF HOOD RIVER	93	MONMOUTH - INDEPENDENCE NETWORK
41	CITY OF JOHN DAY	94	PORTLAND DEVELOPMENT COMMISSION
42	CITY OF KLAMATH FALLS	95	RABINER POLICE DEPARTMENT
43	CITY OF LA GRANDE	96	RIVERGROVE WATER DISTRICT
44	CITY OF LAKE OSWEGO	97	SUNSET EMPIRE PARK AND RECREATION
45	CITY OF LAKESIDE	98	THE NEWPORT PARK AND RECREATION CENTER
46	CITY OF LEBANON	99	TILLAMOOK PEOPLES UTILITY DISTRICT
47	CITY OF MALIN	100	TUALATIN VALLEY FIRE & RESCUE
48	CITY OF MCMINNVILLE	101	WEST VALLEY HOUSING AUTHORITY
49	CITY OF MEDFORD		
50	CITY OF MILL CITY	No. Countries and Parishes	
51	CITY OF MILLSBORO	1	ASSOCIATION OF OREGON COUNTIES
52	CITY OF MILWAUKEE	2	BENTON COUNTY
53	CITY OF MORO	3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
		4	CLATSOP COUNTY
		5	COLUMBIA COUNTY, OREGON
		6	COOS COUNTY HIGHWAY DEPARTMENT
		7	CROOK COUNTY ROAD DEPARTMENT



8	CURRY COUNTY OREGON	3	BAKER SCHOOL DISTRICT 5-J
9	DESCHUTES COUNTY	4	BANDON SCHOOL DISTRICT
10	DOUGLAS COUNTY	5	BANKS SCHOOL DISTRICT
11	GELIAM COUNTY	6	BEAVERTON SCHOOL DISTRICT
12	GELIAM COUNTY OREGON	7	BEND / LA PINE SCHOOL DISTRICT
13	GRANT COUNTY, OREGON	8	BEND-LA PINE SCHOOL DISTRICT
14	HARNEY COUNTY SHERIFFS OFFICE	9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
15	HOOD RIVER COUNTY	10	CANEY SCHOOL DISTRICT
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY	11	CANYONVILLE CHRISTIAN ACADEMY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES	12	CASCADE SCHOOL DISTRICT
18	JEFFERSON COUNTY	13	CASCADES ACADEMY OF CENTRAL OREGON
19	KLAMATH COUNTY VETERANS SERVICE OFFICE	14	CENTENNIAL SCHOOL DISTRICT
20	LANE COUNTY	15	CENTRAL CATHOLIC HIGH SCHOOL
21	LANE COUNTY	16	CENTRAL POINT SCHOOL DISTRICT NO. 6
22	LINCOLN COUNTY	17	CENTRAL SCHOOL DISTRICT 13J
23	LINN COUNTY	18	CLACKAMAS EDUCATION SERVICE DISTRICT
24	MARION COUNTY, SALEM, OREGON	19	COOS BAY SCHOOL DISTRICT
25	MORROW COUNTY	20	COOS BAY SCHOOL DISTRICT NO.9
26	MULTNOMAH COUNTY	21	COQUILLE SCHOOL DISTRICT 8
27	MULTNOMAH COUNTY	22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
28	MULTNOMAH LAW LIBRARY	23	CRESWELL SCHOOL DISTRICT
29	NAMI LANE COUNTY	24	CROSSROADS CHRISTIAN SCHOOL
30	POLK COUNTY	25	CULVER SCHOOL DISTRICT NO.
31	SHERMAN COUNTY	26	DALLAS SCHOOL DISTRICT NO. 2
32	UMATILLA COUNTY, OREGON	27	DAVID DOUGLAS SCHOOL DISTRICT
33	UNION COUNTY	28	DAYTON SCHOOL DISTRICT NO.8
34	WALLOWA COUNTY	29	DE LA SALLE W CATHOLIC HS
35	WASCO COUNTY	30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
36	WASHINGTON COUNTY	31	DOUGLAS COUNTY SCHOOL DISTRICT 116
37	YAMHILL COUNTY	32	DOUGLAS EDUCATION SERVICE DISTRICT
1	BOARD OF WATER SUPPLY	33	DUFUR SCHOOL DISTRICT NO.29
2	COUNTY OF HAWAII	34	ELKTON SCHOOL DISTRICT NO.34
3	MAUI COUNTY COUNCIL	35	ESTACADA SCHOOL DISTRICT NO.108
	No. Higher Education	36	FOREST GROVE SCHOOL DISTRICT
1	BIRTHINGWAY COLLEGE OF MIDWIFERY	37	GASTON SCHOOL DISTRICT 511J
2	BLUE MOUNTAIN COMMUNITY COLLEGE	38	GEN CONF OF SDA CHURCH WESTERN OR
3	CENTRAL OREGON COMMUNITY COLLEGE	39	GLADSTONE SCHOOL DISTRICT
4	CHEMEXETA COMMUNITY COLLEGE	40	GLENDALE SCHOOL DISTRICT
5	CLACKAMAS COMMUNITY COLLEGE	41	GLIDE SCHOOL DISTRICT NO.12
6	COLUMBIA GORGE COMMUNITY COLLEGE	42	GRANTS PASS SCHOOL DISTRICT 7
7	GEORGE FOX UNIVERSITY	43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
8	KLAMATH COMMUNITY COLLEGE DISTRICT	44	GRESHAM-BARLOW SCHOOL DISTRICT
9	LANE COMMUNITY COLLEGE	45	HARNEY COUNTY SCHOOL DIST. NO.3
10	LEWIS AND CLARK COLLEGE	46	HARNEY EDUCATION SERVICE DISTRICT
11	LINFIELD COLLEGE	47	HEAD START OF LANE COUNTY
12	LINN-BENTON COMMUNITY COLLEGE	48	HERITAGE CHRISTIAN SCHOOL
13	MARVILHURST UNIVERSITY	49	HIGH DESERT EDUCATION SERVICE DISTRICT
14	MT. HOOD COMMUNITY COLLEGE	50	HOOD RIVER COUNTY SCHOOL DISTRICT
15	MULTNOMAH BIBLE COLLEGE	51	JACKSON CO SCHOOL DIST NO.9
16	NATIONAL COLLEGE OF NATURAL MEDICINE	52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
17	NORTHWEST CHRISTIAN COLLEGE	53	JEFFERSON SCHOOL DISTRICT
18	OREGON HEALTH AND SCIENCE UNIVERSITY	54	KLAMATH FALLS CITY SCHOOLS
19	OREGON UNIVERSITY SYSTEM	55	LA GRANDE SCHOOL DISTRICT
20	PACIFIC UNIVERSITY	56	LAKE OSWEGO SCHOOL DISTRICT 7J
21	PORTLAND COMMUNITY COLLEGE	57	LANE COUNTY SCHOOL DISTRICT 4J
22	PORTLAND STATE UNIV.	58	LANE COUNTY SCHOOL DISTRICT 69
23	REED COLLEGE	59	LEBANON COMMUNITY SCHOOLS NO.9
24	ROGUE COMMUNITY COLLEGE	60	LINCOLN COUNTY SCHOOL DISTRICT
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE	61	LINN CO. SCHOOL DIST. 95C - 500 SD
26	TILLAMOOK BAY COMMUNITY COLLEGE	62	LOST RIVER JHSR HIGH SCHOOL
27	UMPOUA COMMUNITY COLLEGE	63	LOWELL SCHOOL DISTRICT NO.71
28	WESTERN STATES CHIROPRACTIC COLLEGE	64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
29	WILLAMETTE UNIVERSITY	65	MCMINNVILLE SCHOOL DISTRICT NO.40
1	ARGOSY UNIVERSITY	66	MIDFORD SCHOOL DISTRICT 549C
2	BRIGHAM YOUNG UNIVERSITY - HAWAII	67	MITCH CHARTER SCHOOL
3	COLLEGE OF THE MARSHALL ISLANDS	68	MOLALLA RIVER ACADEMY
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	69	MOLALLA RIVER SCHOOL DISTRICT NO.35
5	UNIVERSITY OF HAWAII AT MANOA	70	MONROE SCHOOL DISTRICT NO.1J
	No. K - 12	71	MORROW COUNTY SCHOOL DISTRICT
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	72	MT. ANGEL SCHOOL DISTRICT NO.91
2	BAKER COUNTY SCHOOL DIST. 101 - MALHEUR ESD	73	MT.SCOTT LEARNING CENTERS
		74	MULTIGENSOYRY LEARNING ACADEMY



75	MULTNOMAH EDUCATION SERVICE DISTRICT	36	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	37	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NEE DISTRICT NO.56	38	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	39	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29I	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 2 I - CHENDWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.66	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDSPACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 11	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88I	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SKUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45I3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMAKILLA-MORROW ESD	57	EMERALD PUD
117	VENENONIA SCHOOL DISTRICT 47I	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211UNFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALFLOURONS/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLAICHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN



88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESCUE CENTERS OF GREATER PORTLAND
96	ISECO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LAKE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRUPLECS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORX NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINTE ANDREW NATIVITY SCHOOL
108	LOGAVES & FISHES CENTERS, INC.	180	SAINTE CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINTE JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOZAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SKIDYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/BUREY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LAKE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSEUM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION		



231	TRILLIUM FAMILY SERVICES, INC.	9	DESCHUTES COUNTY RFPD NO.2
232	UMPOJIA COMMUNITY DEVELOPMENT CORPORATION	30	DESCHUTES PUBLIC LIBRARY SYSTEM
233	UNION GOSPEL MISSION	31	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
234	UNITED CEREAL PALSY OF OR AND SW WA	32	GASTON RURAL FIRE DEPARTMENT
235	UNITED WAY OF THE COLUMBIA WILLAMETTE	33	GLADSTONE POLICE DEPARTMENT
236	US CONFERENCE OF MENONITE BRETHREN CHURCHES	34	GLENDALE RURAL FIRE DISTRICT
237	US FISH AND WILDLIFE SERVICE	35	HOODLAND FIRE DISTRICT NO.74
238	USAGENCIES CREDIT UNION	36	HOODLAND FIRE DISTRICT #74
239	VERMONT HILLS FAMILY LIFE CENTER	37	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	38	KLAMATH COUNTY 9-1-1
241	VOLUNTEERS OF AMERICA OREGON	39	LANE EDUCATION SERVICE DISTRICT
242	WE CARE OREGON	40	LANE TRANSIT DISTRICT
243	WESTERN RIVERS CONSERVANCY	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
244	WESTERN STATES CENTER	22	MARION COUNTY FIRE DISTRICT #1
245	WESTSIDE BAPTIST CHURCH	23	METRO
246	WILD SALMON CENTER	24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
247	WILLAMETTE FAMILY	25	MONMOUTH - INDEPENDENCE NETWORK
248	WILLAMETTE VIEW INC.	26	MULTONAH COUNTY DRAINAGE DISTRICT #1
249	WOODBURN AREA CHAMBER OF COMMERCE	27	NEAH KAH NEE WATER DISTRICT
250	WORD OF LIFE COMMUNITY CHURCH	28	NW POWER POOL
251	WORKSYSTEMS INC	29	OAK LODGE WATER DISTRICT
252	YOUTH GUIDANCE ASSOC.	30	OR INT'L PORT OF COOS BAY
253	YMCA SALEM	31	PORT OF ST HELENS
1	ALOHIOIC REHABILITATION SVS OF HI INC DBA HENA MALIKA	32	PORT OF UMPOJIA
2	ALOHACARE	33	REGIONAL AUTOMATED INFORMATION NETWORK
3	AMERICAN LUNG ASSOCIATION	34	RIVERGROVE WATER DISTRICT
4	BISHOP MUSEUM	35	SALEM AREA MASS TRANSIT DISTRICT
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII	36	SANDY FIRE DISTRICT NO. 72
6	CTR FOR CULTURAL AND TECH INTERCHG BETW EAST AND WEST	37	SUNSET EMPIRE PARK AND RECREATION
7	EAI, INC.	38	THE NEWPORT PARK AND RECREATION CENTER
8	EASTER SEALS HAWAII	39	THE PORT OF PORTLAND
9	GOODWILL INDUSTRIES OF HAWAII, INC.	40	TILLAMOOK PEOPLES UTILITY DISTRICT
10	HABITAT FOR HUMANITY MALI	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
11	HALE MAHAOUI	42	TUALATIN VALLEY FIRE & RESCUE
12	HAROLD K.L. CASTLE FOUNDATION	43	TUALATIN VALLEY WATER DISTRICT
13	HAWAII AGRICULTURE RESEARCH CENTER	44	UNION SOIL & WATER CONSERVATION DISTRICT
14	HAWAII EMPLOYERS COUNCIL	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	46	WEST VALLEY HOUSING AUTHORITY
16	HONOLULU HABITAT FOR HUMANITY	47	WILLAMALANE PARK AND RECREATION DISTRICT
17	IUPAT, DISTRICT COUNCIL 50	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
18	LANAKELA REHABILITATION CENTER INC.	No. State Agencies	
19	LEEWARD HABITAT FOR HUMANITY	1	BOARD OF MEDICAL EXAMINERS
20	MALI COUNTY FCU	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
21	MALI ECONOMIC DEVELOPMENT BOARD	3	OFFICE OF THE STATE TREASURER
22	MALI ECONOMIC OPPORTUNITY, INC.	4	OREGON BOARD OF ARCHITECTS
23	MALI FAMILY YMCA	5	OREGON CHILD DEVELOPMENT COALITION
24	NA HALE O MALI	6	OREGON DEPARTMENT OF EDUCATION
25	NA LEI ALDHA FOUNDATION	7	OREGON DEPARTMENT OF FORESTRY
26	NETWORK ENTERPRISES, INC.	8	OREGON DEPT OF TRANSPORTATION
27	ORE ANLUENUE HALE, INC.	9	OREGON DEPT. OF EDUCATION
28	PARTNERS IN DEVELOPMENT FOUNDATION	10	OREGON LOTTERY
29	POLYNESIAN CULTURAL CENTER	11	OREGON OFFICE OF ENERGY
30	PUNAHOU SCHOOL	12	OREGON STATE BOARD OF NURSING
31	ST. THERESA CHURCH	13	OREGON STATE POLICE
32	WAIANAI COMMUNITY OUTREACH	14	OREGON TOURISM COMMISSION
33	WAILUKU FEDERAL CREDIT UNION	15	OREGON TRAVEL INFORMATION COUNCIL
34	YMCA OF HONOLULU	16	SANTIAM CANYON COMMUNICATION CENTER
No. Special/Independent Districts		17	SEIU LOCAL 503, OPEU
1	BAY AREA HOSPITAL DISTRICT	1	ADMIN. SERVICES OFFICE
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	CENTRAL OREGON IRRIGATION DISTRICT	3	HAWAII HEALTH SYSTEMS CORPORATION
4	CHEHALEM PARK AND RECREATION DISTRICT	4	SOH- JUDICIARY CONTRACTS AND PURCH
5	CITY COUNTY INSURANCE SERVICES	5	STATE DEPARTMENT OF DEFENSE
6	CLEAN WATER SERVICES	6	STATE OF HAWAII
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	7	STATE OF HAWAII
8	COLUMBIA RIVER PUD	8	STATE OF HAWAII, DEPT. OF EDUCATION



Appendix A - Organizational Chart

Preferred Accounts

Mark Horan Vice-President/General Manager US Preferred Accounts				
Reed Kallagher Outside Sales Executive				
Jeanne Newberry Regional Sales Director				
Steve Bourdon Account Executive	Matt Breedlove Account Executive	Michael Cooper Account Executive	John Crombie Account Executive	Joy Daly Account Executive
Brian Paulger Account Executive	Frankie Ramirez Account Executive	Melissa Russom Account Executive	Michael Schraeder Account Executive	

Large Institutional Sales

John Mullen Vice-President/General Manager Large Institutional Sales				
Kyle Dufresne Outside Sales Executive				
John Jackson Regional Sales Director				
Doug Bettinger Account Executive	David Bjork Account Executive	Brandon Canady Account Executive	Tim Cooper Account Executive	Jeff Dawson Account Executive
Karen Farley Account Executive	Rocky Guerra Account Executive	Tracey Mills Account Executive	Jennifer Pressley Account Executive	Patty Rosado Account Executive
Juan Shepperd Account Executive	Suzanne Spurlock Account Executive	Audrey Thompson Account Executive	Carter Tims Account Executive	Christine Trujillo Account Executive
Shawn Tucker Account Executive	Andrew Wooten Account Executive		Tally Young Account Executive	

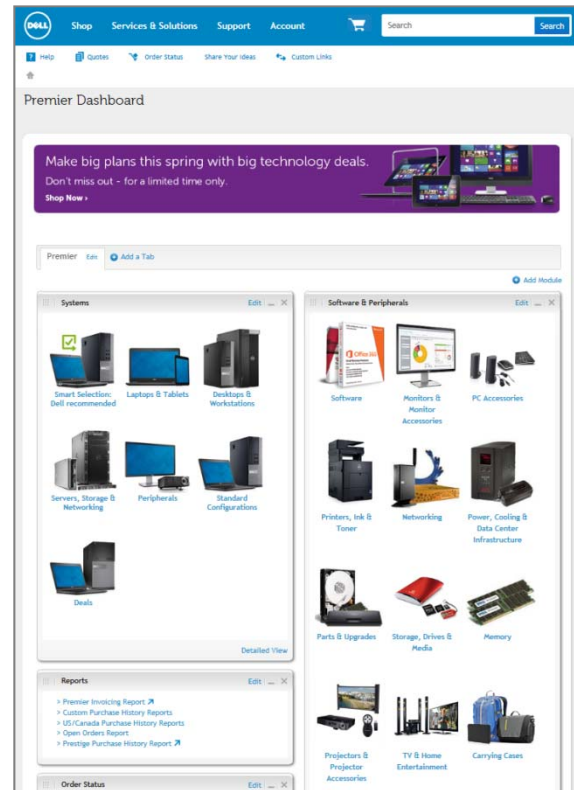


Appendix B - Dell Premier Overview

Dell Premier is your own, secure, personalized purchasing and support website. You can quickly and easily customize Premier Pages to suit your precise requirements, saving your organization time and money throughout all phases of IT product ownership.

Using your Dell Premier site you can:

- Access information on previously defined, standard configurations for your organization, making it far easier to specify and purchase additional systems
- Quickly identify solutions to meet new requirements, configure them to your exact requirements, and place your order for the necessary hardware, software and accessories
- Prepare and save machine configurations and orders for purchase at later date
- Purchase consumables and peripherals for your existing hardware
- Access the complete catalogue of Dell products
- View real time order status, and Purchase history details
- Get Quick and easy customization of user access
- Easily manage your addresses through the Address Book



Premier Support is a virtual helpdesk with powerful tools to help meet your organizations' system support needs. 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 support your Dell systems and maximize uptime. Orders that are placed via Dell's Premier pages write frictionlessly to Dell's order management system, which means our customers typically receive their orders quicker, with less opportunity for errors. In addition, automated e-mail confirmations are communicated to customers for online orders.

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

Security and User Access

Custom-defined access roles support your approval process and control unapproved buying. An employee's access is limited to the information and tools that they need. Your account representative will set up access roles that you specify. The designated administrator in your organization can modify the access role of a user as needed.

Product Catalog Offerings

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



- **Systems Catalog:** This catalog offers the user with access to Dell's entire line of products at your negotiated pricing.
- **Smart Selection (Stocked and Non-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.
- **Software & Peripherals Catalog:** This catalog offers software & peripherals which provides one-stop online shopping for thousands of accessories, software titles, parts, and upgrades.
- **Custom Catalog Option:** This catalog offers systems and/or software & peripherals that can be customized to only the products, categories, and brands that you prefer at your negotiated pricing.

eQuotes and Secure Online Ordering

Shopping carts can be saved as eQuotes by any shopper and forwarded to an authorized buyer for review. Secure online orders can be placed at any time through an intuitive, streamlined checkout process.

Lists Management²

The lists feature enables you to save your favorite product for repeat or future purchases. If your organization has enabled this feature you will be able to create a list, add products and collaborate or share with users in your organization.

Reporting

Premier translates your direct relationship with Dell into an accessible online format with easy access to comprehensive, up-to-date, and customizable data about 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.

Dell Downloads

Dell Downloads contains a comprehensive list of updates for drivers, utilities, firmware, and BIOS that can be downloaded directly to your Dell system. You can register for FileWatch to receive e-mail notifications when an update has been made to a file that matches your system or FileWatch preferences.

Dell Knowledge Base

Get instant answers to your technology questions from an extensive database collected from Dell technicians, service providers, and customers. You can search by:

- Keywords
- Product Type
- Service Tag
- Document Number
- Document Date

² In EMEA region, only available for migrated countries: UK and Ireland from May 2015, France, Germany, Belgium, Netherlands, Sweden, Austria from July /August 2015.



- My System List

Create, manage, and customize a list of your Dell systems with system-specific details from one convenient location or export your list for use in Excel.

My System Details

Gain easy access to system configuration, service contract information, and service call status details by system service tag. Retrieve a list of your company's systems by customer number or order number and add them to your My Systems List.

System Configuration as Shipped

Premier Support allows you to view exact configuration details on systems as shipped from Dell. This comprehensive information includes:

- Express Service Code
- Ship Date
- SKU-level Detail
- Part Numbers
- Part Description
- Warranty and Service Contract Information

Premier Support also allows you to retrieve warranty and service information by inputting your system service tag. Once put in, the details and remaining service and warranty on existing contracts will be displayed.

Service Call Status

Keep up to date on the status of your open service calls. Register for Service Call Watch to receive e-mail updates on your service incidents.



Appendix C - Dell - Who We Are

Listen. Learn. Deliver. That Is What We Are About.

For more than 30 years, Dell has empowered countries, communities, customers and people everywhere to use technology to realize their dreams. We have more than 43,000 services team members in approximately 90 countries, 60 technical support centers and seven global command centers, dedicated to helping customers use technology to reach their business goals. Our customers trust us to deliver such technology solutions that will help them do and achieve more, whether they are at home, work, school or anywhere in their world.

We have been listening to and engaging with our customers and their insight guides everything we do. Our [end-to-end](#) solutions strategy and the innovations and investments we have made since 2011 are truly customer inspired. We are helping our customers to overcome challenges related to advances in [mobility](#) and [cloud computing](#), the proliferation of data, and the need to protect, store and extract the information. We are flexibly adjusting our strategy to address these needs from the [desktop](#) to the [data center](#), in order to help our customers achieve their full potential. We are constantly expanding our portfolio of solutions and capabilities and we have built a [global workforce](#) of experts to deliver them to millions of our customers.

Information technology is a \$3 trillion industry, and we have approximately a two-percent share. This gives us a tremendous opportunity to help our customers achieve their goals more than ever. That is - and will always be - our ultimate goal.

As the number one healthcare IT Services provider in the world, Dell helps the medical professionals unleash the power of technology to help improve patient care. We are supporting pediatric cancer research through a unique partnership with the Translational Genomics Research Institute (TGen) and the Neuroblastoma and Medulloblastoma Translational Research Consortium (NMTRC) that uses Dell technology to accelerate the treatment of neuroblastoma.

From [Connected Classrooms](#) to [Virtual Labs](#), more primary schools and universities than ever are deploying Dell education-specific technology solutions, making us the top provider of laptops and desktops to schools in several geographies around the world.

Each year Dell is achieving high ranks in The Gartner Magic Quadrant evaluations:

- Gartner Magic Quadrant for North America Desktop Outsourcing Services positions Dell as a leader based on its ability to execute and its completeness of vision. "Dell has more than 2.5 million desktops under management. Dell's offerings range from a complete desktop-as-a-service solution to a build-your-own, custom virtual desktop approach with Dell's expertise and support."
- Gartner Magic Quadrant for North America Data Center Outsourcing and Infrastructure Utility Services positions Dell as a leader based on its ability to execute and its completeness of vision. "Dell delivers managed virtual hosting services to 65 clients, Dell Cloud with VMware vCloud Datacenter Services to 33 clients, Cloud for SAP (SAP modernization) to two clients, managed security services to 3,400 clients, managed network services to 117 clients and managed server services to 110 clients."
- Gartner Magic Quadrant for Global Enterprise Desktops and Notebooks positions Dell in the Leaders Quadrant based on its ability to execute and completeness of vision. The report recognizes Dell as a strong corporate PC supplier with good global coverage and capabilities. It recognizes Dell as a strong viable supplier for all business PC requirements, including global and large-enterprise organizations.



Making a Difference for Our Communities and the Planet

Our [sustainability](#) practices are integrated into all aspects of the product life cycle - from [design and engineering](#), to [shipping and packaging](#), to [operation](#) and [recycling](#) - and are considered among the best in our industry. We work hard to foster a work environment for our global team that is inclusive, collaborative and reflects the diverse cultures of our customers all over the world.

Customers around the world can recycle their Dell computer equipment for free. To date, we have recycled more than 600 million pounds of computer equipment.

We were the first PC manufacturer to ship computers in packaging materials made from bamboo, a highly renewable and compostable material, and we power eight facilities in the United States and Europe with 100 percent renewable energy.

Forbes magazine named us a Top 10 green company because we are one of the top purchasers of green power according to the US Environmental Protection Agency Green Power Challenge.

Using the Power of the Internet to Connect with Customers

Dell started selling computers on dell.com in 1996, and today we have more than 4 million visits to the site every day, resulting in an order placed online every two seconds. Today, dell.com reaches customers in 160 countries and 30 languages around the world.

We were selected as the most respected brand for breadth and depth of social media activities in 2011. We are connected with more than nine million customers through its own online communities and various social sites like Facebook, Twitter, SINA and others.

In 2007, we launched IdeaStorm, where people shared ideas and voted on the ones they liked, and we have implemented more than 400 of those ideas to date.

Visitors to dell.com can read about and contribute to more than 100,000 product reviews.



Appendix D - 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?

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 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.
 - Problems caused by using accessories, parts or components not supplied 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.

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.

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 QUALITY 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.

ADDITIONAL TERMS FOR U.S. CONSUMERS. YOU MAY CANCEL ANY RENEWED, EXTENDED OR ENHANCED WARRANTY BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE WARRANTY TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED FOR THE CURRENT WARRANTY YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT WARRANTY YEAR. THE BASE LIMITED HARDWARE WARRANTY MAY NOT BE CANCELLED. CANCELLATION OF RENEWED, EXTENDED OR ENHANCED WARRANTIES AT ANY TIME AFTER THE ORDER IS PLACED MAY REDUCE ANY APPLICABLE DISCOUNT AND, IF PURCHASED AS PART OF A PROMOTIONAL PACKAGE, MAY REQUIRE RETURN OF THE COMPLETE PACKAGE.

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 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 system 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 carry a lifetime limited hardware warranty with Basic Hardware Service (repair or replacement) for as long as you own the product. Repair or replacement does not include configuration or other advanced service and support provided by Dell ProSupport Services. The PowerConnect products covered by the lifetime limited hardware warranty are: 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. 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 3-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.



- All variants of the Intel® 320 SSD series drives carry the length of the limited hardware warranty coverage for the Dell system with which they are shipped. Intel® 320 SSD series drives are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Intel® 320 SSD series drives use a NAND flash technology that has a maximum total bytes of data that may be written to the drives before the drives wear out and become unresponsive. The maximum total bytes of written data varies by capacity and workloads of the drives (see the device data sheet). The applicable limited hardware warranty covers failures due to defects in workmanship and materials, but does not cover issues related to the drive surpassing its maximum total bytes of written data. In order to ensure the full life expectancy of the drives, customers are advised to use them only in read-intensive applications.
- All variants of the Samsung® SM843T and Micron® P400m SSD series drives carry the length of the limited hardware warranty coverage for the Dell system with which they are shipped. Samsung® SM843T and Micron® P400m SSD series drives are not eligible for purchase of extended warranty coverage beyond a total of 3 years of coverage from the original shipment date. Samsung® SM843T and Micron® P400m SSD series drives use a NAND flash technology that has a maximum total bytes of data that may be written to the drives before the drives wear out and become unresponsive. The maximum total bytes of written data varies by capacity and workloads of the drives (see the device data sheets). The applicable limited hardware warranty covers failures due to defects in workmanship and materials, but does not cover issues related to the drive surpassing its maximum total bytes of written data. In order to ensure the full life expectancy of the drives, customers are advised to use them only in applications suggested on their respective data sheets.
- All variants of the Intel® P3700/P3600 (PCIe) SSD family of devices carry a 5-year limited hardware warranty independent of the system warranty. Additionally, Intel NVME 3700/3600 (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. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for the SSD device for an additional fee.

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.

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	Phone (U.S. Only)	Service Desk (U.S. Only)
Individual Home Consumers:		
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. 1-800-308-3355	
Wireless Service Provider	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:	http://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:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=04&l=en&s=bsd&-ck=mn
Large Enterprise:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=555&l=en&s=biz&-ck=mn
Federal Government:	http://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:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC978219&l=en&s=slg&-ck=mn
Higher Education:	http://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:	http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1084719&l=en&s=k12&-ck=mn
Healthcare:	http://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: <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, MERCHANTABILITY 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 E - Dell Financial Services

Dell Financial Services (DFS) Overview

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. Information technology (IT), its acquisition, management and disposition, is an emerging challenge that requires state of the art tools for successful administration. DFS, in its mission to relate directly to the customer and the customer's individual needs, is ready, willing and able to assist NCPA with the acquisition of its comprehensive IT solution.

Our mission at DFS is to help your company get the technology it needs 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.

Founded with Dell customers in mind, DFS delivers a unique focus on the complete customer experience. At DFS, we are with you every step of the way from dedicated sales team introductions to an easy end-of-term process.

Here are just a few ways we are working to make your financing experience easier:

- Dedicated Sales Team - No phone queue to dial in. You have direct access to your DFS sales team members from your DFS field executive to your end-of-lease coordinator.
- DFS Online Services (DFSOS) - Dell customers can access DFSOS from their Premier portal, allowing virtually anytime access to critical information and an easy way to handle routine tasks to make asset management and your end-of-lease process more efficient.

DFS - We are more than just financing.

DFS offers a myriad of financing solutions to meet your budget and technology needs. From asset rotation lease plans to ownership financing solutions with terms spanning from 12 to 60 months for qualified customers, DFS will make it easy to acquire your technology needs today.

We know NCPA has a choice in finance providers. DFS focuses not only on the financing aspect of the relationship but on the total customer experience from dedicated account team introductions to an easy end-of-term process. Some of the many special features of the DFS leasing program are noted below.

Fully-Integrated Order Processing

DFS is fully integrated into Dell systems and operations. The benefit to NCPA is timely and efficient order release, transfer of key order data without duplication, and single point of contact. As an added benefit, DFS honors Dell's Total Satisfaction Guarantee policy on leased systems.

One Stop Shopping

Dell provides hardware, software, peripherals, service and support, while DFS provides financing alternatives to deliver a total integrated solution. Our first-hand knowledge of Dell products and streamlined process equates to lower lifecycle costs to you when acquiring equipment from Dell. Although we are tightly integrated with Dell, DFS can also finance your non-Dell technology needs through an innovative process that is simple and effective.



International Services

DFS offers international programs with leasing capabilities in over 50 countries through its joint ventures and strategic partners. These programs drive consistency in terms and conditions to those established in the United States. DFS lease solutions in other countries are subject to local laws & customs. However, your dedicated account team will be responsible for coordinating this international coverage by establishing in-country contacts for the utmost in service.



EXHIBIT B, WORK PLAN
EXAMPLE ONLY – DO NOT COMPLETE

1. Work Plan No.

2. Project Information

The information in this section will be completed by Authority.

A. Project Title:

B. Project Summary

i. Project Purpose:

ii. Project Description:

iii. Project Scope of Work and Deliverables:

3. Schedule and Costs

The information in this section will be completed by Company and approved by Authority prior to performing any work.

A. Project Schedule/Timeline

Insert a project schedule and a timeline that clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.

B. Total Cost of Project (Provide the costs in U.S. dollars)

Expenditure <insert applicable terms>	Totals
Service Cost	
Hourly Service Rate	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable	
Data	\$
Printing	\$
Travel	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Projected Project Cost (Service Cost and Reimbursable)	\$

C. Reimbursable Costs:

Provide an explanation for all projected reimbursable costs listed in Item B above.

4. Payment Method and Schedule
Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard / ePayables / Purchasing Card (PCard)>. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

<insert for projects one month and less>

Projects that are completed within one month or less will be paid in full upon completion of the project by Company and acceptance by Authority.

<insert for projects 30 to 90 days>

Projects with an anticipated duration of less than 90 days will be paid in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

<insert for projects exceeding 90 days>

Projects with an anticipated duration of more than 90 days will be paid in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

Company must submit invoices to Authority at the appropriate intervals through Oracle iSupplier. Invoices must include a brief summary report of Company's activities under the Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Plan No. _____ as detailed above.

<COMPANY>:

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority

BY:

Signature of Authorized Official

Printed Name

Title

Date

EXHIBIT C

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the

EXHIBIT C

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
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			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.

- B. Employees may book their own flight and hotel reservations, or may utilize the Authority's corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.
- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

EXHIBIT C

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
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			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

Travel Expenses:

A. Travel Authorization and Approval:

1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
3. The Authority expects employees to exercise sound prudent business practices when booking travel.

B. Travel by Air Carrier:

1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.

EXHIBIT C

AVIATION AUTHORITY POLICY

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	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

EXHIBIT C

AVIATION AUTHORITY POLICY

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			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

D. Lodging:

Hotel or accommodation charges must be substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

EXHIBIT C

AVIATION AUTHORITY POLICY

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			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

F. Ground Transportation:

Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

EXHIBIT C

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
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			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

G. Other Travel Expenses:

Other eligible travel expenses as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

Itemized receipts are required for all individual expenses that are higher than \$25.

H. Foreign exchange rates:

Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

EXHIBIT C

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority

EXHIBIT C

AVIATION AUTHORITY POLICY

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	PROCUREMENT	Revised:	02/03/94
			10/09/97
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			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

K. Travel by Third Parties Conducting Business on Behalf of the Authority:

Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue

EXHIBIT C

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.

- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

Working Meals:

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

EXHIBIT C

AVIATION AUTHORITY POLICY

400:	FISCAL MATTERS	Effective:	04/01/82
	PROCUREMENT	Revised:	02/03/94
			10/09/97
P412:	Travel, Business Development, And Working Meals Expenses		12/05/02
			11/06/03
			08/02/07
			11/03/11
			11/07/13
			10/01/20

- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.

EXHIBIT D, SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **million or more**.

Company: _____ FID or EIN
No.: _____
Address: _____
City/State/Zip: _____

I, _____ as a representative of

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SIGNATURE

TITLE

PRINTED NAME

DATE