

Hillsborough County Aviation Authority

Supplemental Contract

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

COMPANY: EMC CORPORATION

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 ACCOUNTING RECORDS AND AUDIT REQUIREMENTS	7
ARTICLE 8 INSURANCE	7
ARTICLE 9 NON-DISCRIMINATION	9
ARTICLE 10 AUTHORITY APPROVALS	11
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	12
ARTICLE 14 NOTICES AND COMMUNICATIONS	13
ARTICLE 15 SUBORDINATION OF AGREEMENT	14
ARTICLE 16 SUBORDINATION TO TRUST AGREEMENT	14
ARTICLE 17 SECURITY BADGING	14
ARTICLE 18 VENUE	15
ARTICLE 19 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES	15
ARTICLE 20 RELATIONSHIP OF THE PARTIES	15
ARTICLE 21 RIGHT TO AMEND	15
ARTICLE 22 FAA APPROVAL	16
ARTICLE 23 AGENT FOR SERVICE OF PROCESS	16
ARTICLE 24 INVALIDITY OF CLAUSES	16
ARTICLE 25 SEVERABILITY	16
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	17
ARTICLE 31 INDEMNIFICATION	18
EXHIBIT A	NCPA CONTRACT NO. 01-82
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 EMC Corporation 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 EMC Corporation, 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 01-82 dated December 3, 2018 (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 November 30, 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. 01-82
- 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”), any applicable PA Government Rider (“Rider”), and any other required financing documents 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 as between DFS and 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 November 30, 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 the NCPA of the NCPA Contract. If all such renewals are exercised, this Supplemental Contract will have a final termination date of November 30, 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 not 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.

4.03 Prompt Payment

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

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

See Tab 9, Required Documents, Access to Records and Reports of the NCPA Contract.

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

See Data Security Options and Customer Responsibilities of the NCPA Contract.

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

TO COMPANY:

(MAIL DELIVERY)
EMC CORPORATION
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)
EMC CORPORATION
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 Indemnity in Tab 1, General Terms and Conditions 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)

EMC CORPORATION

Signed in the Presence of:

BY:

Witness

Signature

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

EMC CORPORATION

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)

Request for Proposal (RFP) for Data Storage, Cloud, Converged and Data Protection

Solicitation Number: 30-18

Publication Date: Tuesday, October 2nd, 2018

Notice to Respondent:

Submittal Deadline: Tuesday, November 13th, 2018 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, November 6th, 2018. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Data Storage, Cloud, Converged and Data Protection for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Data Storage, Cloud, Converged and Data Protection, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Data Storage, Cloud, Converged and Data Protection
On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 30-18

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Data Storage, Cloud, Converged and Data Protection.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: _____

Company: _____

Address: _____

City, State, Zip: _____

Solicitation Name and Number: _____

Due Date and Time: _____

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.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ 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 or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All 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. 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) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ 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 \$50 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.
 - Past Cooperative Program Performance
 - 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
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

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

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Data Storage, Cloud, Converged and Data Protection;

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

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

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

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

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

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

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

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 | |

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

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway 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 _____, State of _____

◆ **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 Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ 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

- ◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company’s official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company’s Dun & Bradstreet (D&B) number.
- ◆ Company’s organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ 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
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ 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.

◆ 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.

Tab 5 – Products and Services

- ◆ 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) Data Storage, Cloud, Converged and Data Protection categories. List all categories along with manufacturer that you are responding with:
 - Data Storage
 - All-Flash & Hybrid Storage
 - NAS & Object Storage
 - Software-defined Storage
 - Servers
 - Rack Servers
 - Modular Infrastructure
 - Tower Servers
 - Systems Management Software
 - Ready Nodes
 - Data Center Infrastructure
 - Cloud Marketplace
 - Hybrid Cloud Platforms
 - Cloud-Enabled Infrastructure
 - Cloud Consumption
 - Cloud Consulting and Technology Services
 - Converged Infrastructure
 - Converged Systems
 - Hyper-converged Infrastructure
 - Data Protection
 - Data Backup and Protection Storage
 - Data Backup and Protection Software
 - Integrated Appliances
 - Networking
 - Ethernet Switches
 - Wireless Networking
 - Access Platforms
 - System Software
-

Tab 6 – References

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

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

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

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

- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

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

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.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

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

Print Name

Address

City, State, Zip

Authorized signature

Date

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 statues of the states it is will operate this contract in.

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature _____

Date _____

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 _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

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 agency's 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 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

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

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

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

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



REGION 14 EDUCATION SERVICE CENTER

Response to Data Storage, Cloud, Converged and Data Protection

Request for Proposal (RFP) # 30-18

Prepared For:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Submitted By:

EMC Corporation
3017 Douglas Blvd. Suite 300
Roseville, CA 95661
ATTN: Pamela Kunhart
Pamela.Kunhart@dell.com

Contractor Point of Contact Title Page
Request for Proposal (RFP) # 30-18 | November 13, 2018
Region 14 Education Service Center
Data Storage, Cloud, Converged and Data Protection

EMC Contact Information for this Solicitation:

NAME	TITLE	ROLE	CONTACT INFORMATION
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*SLED Strategic Contracts Program Office Address: 3017 Douglas Blvd. Suite 300 / Roseville CA 95661; Phone: 1-877-598-4915

EMC Corporation:

EMC is a global leader in enabling businesses and service providers to transform their operations and deliver IT as a Service. Fundamental to this transformation is cloud computing. Through innovative products and services, EMC accelerates the journey to cloud computing, helping IT departments to store, manage, protect, and analyze their most valuable asset – information – in a more agile, trusted, and cost effective way.

EMC is a registered trademark of EMC Corporation. All other trademarks used herein are the property of their respective owners.

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EMC is now part of the Dell group of companies.



November 9, 2018

Region 14 Education Service Center
1850 Highway 351
Abilene, TX 79601

Reference: Data Storage, Cloud, Converged and Data Protection, RFP # 30-18

Dear Region 14 Education Service Center,

EMC Corporation ("EMC" or "Dell EMC"), which is a wholly owned subsidiary of Dell Inc. and part of the Dell Technologies group of companies, appreciates the opportunity to submit a proposal for Data Storage, Cloud, Converged and Data Protection, RFP # 30-18. Our proposal has been designed to meet your needs in the most cost-effective way without compromising on quality, service or ongoing support.

Dell EMC is helping our customers to bring down the Total Cost of Ownership by simplifying IT. We are committed to providing solutions that will allow you 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 EMC product lifecycle including power consumption, helping our customers demonstrate environmentally responsible procurement.

EMC respectfully requests modifications to the terms provided in Tab 1, Master Agreement, of the Solicitation. EMC also requests that the additional terms provided with these edits in Tab 1 be incorporated into any final contract resulting from award of this solicitation. As needed, EMC agrees to enter into negotiation of mutually agreeable terms.

EMC looks forward to working with the Region 14 Education Service Center. If additional information is required, please contact me for all business-related questions.

Sincerely,

Tiffany Pabst
Contract Program Manager
EMC Corporation
3017 Douglas Blvd. Suite 300
Roseville, CA 95661
(916) 221-0294
Tiffany.pabst@dell.com

Table of Contents

Tab 1 – Master Agreement / Signature Form	1
General Terms and Conditions.....	1
Process.....	25
Evaluation Criteria	28
Signature Form	28
Tab 2 – NCPA Administration Agreement	29
Tab 3 – Vendor Questionnaire	30
Tab 4 – Vendor Profile	31
Tab 5 – Products and Services / Scope.....	38
Tab 6 – References.....	40
Tab 7 – Pricing	44
Tab 8 – Value Added Products and Services	45
Tab 9 – Required Documents	46
Clean Air and Water Act / Debarment Notice.....	46
Contractors Requirements.....	47
Antitrust Certification Statements	48
Tab 10 – Supporting Documents	49
Warranty Statement.....	49
Dell EMC ProSupport-Enterprise Suite Brochure.....	50

TAB 1 – MASTER AGREEMENT / SIGNATURE FORM

EMC agrees to discuss and negotiate the terms of the Master Agreement upon award. EMC respectfully requests modifications as noted, to the terms provided in the relevant sections below. EMC also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation.

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) **to two (2)** working days after receipt of the request, **unless otherwise indicated.***

EMC Response: EMC requests the edits as inserted above.

- *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.*

EMC Response: EMC respectfully requests this section be deleted in its entirety as EMC has no means of knowing all of the participants' current and future employees. Dell can confirm that it has not, to the best of its knowledge and belief, given illegal gratuities in order to secure the award of a contract in association with this Solicitation.

- *Renewal of Contract*

- *Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.*

EMC Response: Acknowledged.

- *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, **to only place orders for which funding is available and to pay EMC for products delivered and services performed.***

EMC Response: EMC requests the edits as inserted above.

- **Shipments (if applicable)**
 - *The awarded vendor shall ship ordered products within ~~seven (7) the agreed upon period~~ at time of order ~~for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order~~ unless modified or otherwise agreed in writing. Cancellation may be made up to the time the order is accepted by the vendor. 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.~~*

EMC Response: EMC requests the edits as inserted above.

- **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 EMC with a valid tax exemption certificate upon request, or such Customer shall be responsible for taxes.~~*

EMC Response: EMC requests the edits as inserted above.

- **Payments**
 - *The entity using the contract will make payments directly to the awarded vendor ~~or, their affiliates or distributors/business partners/resellers~~ issuing the invoice as long as written request and approval by NCPA is provided to the awarded vendor. ~~Customer must pay Vendor's invoices in full and in the same currency as Vendor's quote within thirty (30) days after the date of Vendor's invoice, with interest accruing after the due date at the lesser of 1.5% per month or the highest lawful rate. Vendor, without waiving any other rights or remedies and without liability to Customer, may suspend any or all Services until all overdue amounts are paid in full. EMC shall be entitled to all reasonable legal and attorney fees and associated costs of collecting overdue amounts.~~*

EMC Response: EMC requests the edits as inserted above.

- **Adding authorized distributors/dealers**
 - *Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.*
 - *Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.*
 - *Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.*
 - *All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.*

EMC Response: Acknowledged.

- **Pricing**
 - *All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.*
 - *All ~~ground shipping~~ deliveries 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. ~~Orders for Equipment, Software, and Independent Software may contain charges for shipping and handling. Expedited, larger or custom products shall be subject to freight charges.~~*

EMC Response: EMC requests the edits as inserted above.

- **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*

EMC Response: Given the very wide range of products that the Vendor provides, there are different warranty terms for different Equipment types. EMC requests the following additional terms be included:

Equipment Warranty Exclusions. Equipment warranties do not cover problems that arise from: (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Equipment is used or other causes beyond Supplier's control; (iii) installation, operation, or use not in accordance with Supplier's instructions or applicable Documentation; (iv) use in an environment, in a manner, or for a purpose for which the Equipment was not designed; (v) modification, alteration, or repair by anyone other than Supplier or its authorized representatives; or (vi) causes attributable to normal wear and tear. Supplier has no obligation for Software installed or used beyond the licensed use, for Equipment that Customer moved from the Installation Site without Supplier's consent when applicable, or whose original identification marks have been altered or removed.

Equipment Warranty Disclaimer. Other than the warranties set forth in this section and the Product and Service Exhibits, and to the maximum extent permitted by applicable law, Suppliers and their Affiliates, and their Providers: (i) make no other express warranties; (ii) disclaim all implied warranties, including merchantability, fitness for a particular purpose, title, and non-infringement; and (iii) disclaim any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.

For additional information, please refer to Tab 10 – Supporting Documentation for the attached document titled “Warranty Statement for Dell EMC”.

- **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 EMC, EMC will (i) defend Customer against any third party claim that Products and Support Services (but excluding Third-Party Products, any Products provided without charge for evaluation or loan purposes, and open source software) infringe that third party's patent, copyright, or trade secret enforceable in the country where Customer purchased the Product from Supplier (“**Claim**”); and (ii) indemnify Customer by paying: (a) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that the costs and damages are the result of the Claim; or (b) the amounts stated in a written settlement negotiated and approved by Supplier. In addition, should any Product or Support Service become, or in Supplier's opinion be likely to become, the subject of a Claim, Supplier may, at its expense and in its discretion: (1) obtain a right for Customer to continue using the affected Product or Support Service; (2) modify the affected Product or Support Service to make them non-infringing; (3) replace the affected Product or Support Service with non-infringing substitutes; (4) provide a reasonable depreciated or pro rata refund for the affected Product; or (5) discontinue the Support Services and refund the portion of any pre-paid Support Service fees that corresponds to the period of Support Services discontinuance. Except as otherwise provided by law, this section 7 states Customer's exclusive remedies for any third party intellectual property claim relating to Products and Support Services, and nothing in this ESA or elsewhere will obligate Supplier to provide any greater indemnity.*

B. Exclusions from Supplier Indemnity. *Supplier has no obligation under this section: (i) if Customer is in material breach of this Agreement; or (ii) for any Claim resulting or arising from: (a)*

any combination, operation, or use of a Supplier-branded Product or Support Service with any other products, services, items, or technology, including Third-Party Products and open source software; (b) use for a purpose or in a manner for which the Product or Support Service was not designed, or use after Supplier notifies Customer to cease such use due to a possible or pending Claim; (c) any modification to the Product or Support Service made by any person other than Supplier or its authorized representatives; (d) any modification to the Product or Support Service made by Supplier pursuant to instructions, designs, specifications, or any other information provided to Supplier by or on behalf of Customer; (e) use of any version of a Product when an upgrade or newer iteration of the Product or Support Service made available by Supplier would have avoided the infringement; (f) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (g) any data or information that Customer or a third party records on or utilizes in connection with the Supplier-branded Products.

C. Indemnification by Customer. *Customer will defend and indemnify Suppliers and Supplier Affiliates against any third party claim resulting or arising from Customer's: (i) failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data that Customer provides to Suppliers or Supplier Affiliates, or with non-Supplier software or other components that Customer directs or requests that Suppliers or Supplier Affiliates use with, install, or integrate as part of the Products or Services; (ii) violation of Suppliers' or Supplier Affiliates' proprietary rights; (iii) misrepresentation of facts regarding an export license or any allegation made against any Supplier or Supplier Affiliates due to Customer's violation or alleged violation of applicable export laws; or (iv) transfer to or provision of access to Excluded Data to any Supplier or Supplier Affiliates.*

C. (1). Excluded Data. *"Excluded Data" means: (i) data that is classified, used on the U.S. Munitions list (including software and technical data) or both; (ii) articles, services, and related technical data designated as defense articles and defense services; and (iii) ITAR (International Traffic in Arms Regulations) related data. Customer acknowledges that Products and Services provided under this ESA are not designed to process, store, or be used in connection with Excluded Data. Customer is solely responsible for reviewing data that will be provided to or accessed by Suppliers to ensure that it does not contain Excluded Data.*

D. Indemnification Process. *A party's duty to indemnify and defend under this section is contingent upon the party seeking indemnity: (i) sending prompt written notice of the matter to the party providing indemnity and taking reasonable steps to mitigate damages; (ii) granting to the party providing indemnity the sole right to control the defense and resolution of the matter; and (iii) cooperating with the party providing indemnity in the defense and resolution of the matter and in mitigating any damages.*

EMC Response: EMC requests the edits as inserted above.

- *Franchise Tax*

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

EMC Response: EMC requests the edits as inserted above.

- *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 an NCPA member or purchasing/ participating entity.*

EMC Response: EMC requests the edits as inserted above.

- *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.~~
 - *EMC will offer a Memorandum of Insurance to members. EMC has existing contracts with its subcontractors and is responsible for providing the contracted for services.*

EMC Response: EMC requests the edits as inserted above.

- *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 sale of products/services resulting from an award made under the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.*

EMC Response: EMC requests the edits as inserted above.

- *Protest*
 - *A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:*
 - *Name, address and telephone number of protester*
 - *Original signature of protester or its representative*
 - *Identification of the solicitation by RFP number*
 - *Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested*
 - *Any protest review and action shall be considered final with no further formalities being considered.*

EMC Response: EMC acknowledges that any protest of award must be done within 10 days of award and the protest review will be final.

- *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*

EMC Response: Acknowledged.

- *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.~~*

EMC Response: EMC requests the edits as inserted above.

- *Miscellaneous*
 - *Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect ~~30~~ 60 business days after the other party receives the notice of cancellation. ~~After~~ Except for any ongoing Statement of Work the ~~30~~60th business day all work will cease following completion of final purchase order and final payment.*

EMC Response: EMC requests the edits as inserted above.

- *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. 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. Region14 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.*

EMC Response: EMC requests the edits as inserted above.

EMC requests the following to be incorporated into any contract resulting from award of this solicitation:

- Region 14 ESC and all NCPA participants and members, by purchasing under this Contract from EMC agree to the terms between Region 14 ESC and EMC under the Contract.
- Cloud-type services, such as software-as-a-service, storage-as-a-service, and the like, that Customer orders from Supplier are provided pursuant to the Cloud Services Terms of Services located at www.dell.com/dellemcloudterms.

Additional Definitions:

- “Affiliate” means, with respect to Vendor, Dell Inc. or Dell Inc.’s direct or indirect subsidiaries; and with respect to Customer, a legal entity that is controlled by, controls, or is under common control with Customer. “Control” means more than 50% of the voting power or ownership interests.
- “Delivery” for Equipment occurs when Supplier provides the Equipment to a carrier at Vendor’s designated point of shipment. “Delivery” for Software and Independent Software occurs either when Vendor provides physical media to a Supplier-designated carrier at Supplier’s designated point of shipment, or the date Vendor notifies Customer that Software or Independent Software is available for electronic download.
- “Documentation” means Vendor’s then current, generally available user manuals and online help for Products.
- “Order” means (i) a Customer purchase order that references a Vendor quote and, if applicable, contract code; (ii) Vendor order forms executed by Customer; or (iii) Customer’s order of Products or Services, through either www.Dell.com or other online process.
- “Products” means collectively: (i) “Equipment” (which is the hardware that Vendor provides to Customer under the agreement); and (ii) “Software” (which is Vendors’ generally available application, microcode, firmware and operating system software that Vendor licenses to Customer under the agreement); and (iii) Independent Software (which is Vendor’s software that can operate on hardware other than Equipment). Terms applicable to specific Products are further discussed in the Product Schedules below. Products exclude Services and Third Party Products.
- “Providers” means entities (other than Customer) whose components, subassemblies, software, services, or some combination of these items have been incorporated into Products, Services, or both.
- “Service Agreements” means service contracts, including service descriptions available at www.Dell.com/servicecontracts/global, service briefs, statements of work, services specifications, and any other similar mutually agreed documents.
- “Services” means collectively: (i) services for the support and maintenance of Products (“Support Services”) as set forth in Service Schedule referenced below, and applicable Product Schedules; and (ii) consulting, installation, implementation, and other services that are not Support Services (“Professional Services”) further discussed in the Service Schedule referenced in Section 9 below.
- “Software Release” means any subsequent, generally available version of Software or Independent Software provided after initial Delivery of Software or Independent Software, but does not mean a new Product.
- “Third Party Products” means hardware, software, or services that are not “Dell” branded, “EMC” branded, or “Dell EMC” branded. Third Party Products may include, without limitation, products and services manufactured, created, licensed, or performed by or on behalf of Vendor or its Affiliates, and may include hardware or software installed on a Product in the course of performing a Service.

- **Trade Compliance.** Customer's purchase of Products or Services and access to related technology (collectively, the "**Materials**") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with Vendor's prior written authorization and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.
- **Risk of Loss; Title.** Risk of loss for sold Equipment and licensed Software and Independent Software transfers to Customer upon Delivery. Title to Equipment passes to Customer upon Delivery. Title to Software and Independent Software does not pass to Customer. Software and Independent Software are only licensed to Customer and not sold. Unless otherwise agreed, Vendor will choose the common carrier. Customer must notify Dell within twenty-one days of the invoice date if Customer believes any Product or Software included in its Order is missing, wrong, or damaged.
- **Limitation of Liability**
 - Limitations on Damages. The limitations, exclusions and disclaimers stated below apply to all Disputes (as defined in section 10E ("Governing Law; Informal Dispute Resolution"). The terms of this section are agreed allocations of risk constituting part of the consideration for Vendor's and their Affiliates' sale of Products and Services to Customer and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless whether a party has been advised of the possibility of the liabilities. Products and Services are not intended for use in situations in which the failure of the Products or Services could lead directly to death, personal injury or severe physical or property damage.
 - A. (1). Limitation on Direct Damages. Except for Customer's obligations to pay for Products and Services, Customer's violation of the restrictions on use of Products and Services or Vendor's intellectual property rights, Vendor's indemnity obligation stated in section 7 ("Indemnity"), and as stated in an Exhibit, each party's total liability for Disputes is limited to the amount Customer paid to Vendor during the twelve months before the date that the Dispute arose for the Product, Services, or both that are the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes.
 - A. (2). No Indirect Damages. Except for Customer's payment obligations and violation of Suppliers' intellectual property rights, neither party has liability to the other for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, revenue, data, or use.
 - B. Regular Back-ups. Customer is solely responsible for its data. Customer must back up its data before Supplier performs any remedial, upgrade, or other work on Customer's production systems. If applicable law prohibits exclusion of liability for lost data, then Vendor will only be liable for the cost of the typical effort to recover the lost data from Customer's last available back-up.
 - C. Limitation Period. Except as stated in this section, all claims must be made within the time period specified by applicable law. If the law allows the parties to specify a shorter period for bringing claims, or the law does not provide a time period at all, then claims must be made within eighteen months after the cause of action accrues.

- **Third Party Products, EMC Select and Brokerage Products.** Customer may purchase Third Party Products through EMC. The terms governing Customer's use of Third Party Products are as follows:
 - H (1). The third party manufacturer's standard end-user terms, including warranty, indemnification, and technical support and maintenance terms and conditions, apply unless Customer has an applicable separate negotiated agreement with the third party manufacturer for the Third Party Product, in which case that negotiated agreement will govern.
 - EMC has no liability to Customer for any damages that arise out of or relate to Third Party Products. EMC provides Third Party Products "AS IS", make no express warranties, and disclaim all implied warranties, including merchantability, fitness for a particular purpose, title, and non-infringement as well as any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.
 - H (2). Select and Brokerage Products. EMC sells certain products and services designated as "Select" or "Brokerage." Select and Brokerage products and services generally include Third Party Products, but may also include products manufactured by EMC or its affiliates. Select products and services are designated "SEL" in the Supplier quote and are provided pursuant to the applicable terms and conditions identified for each manufacturer of Select products and services listed at the following website: www.EMC.com/partnersalliances/programs/select.jsp Brokerage products and services are designated "Brokerage" or similar descriptor in the Vendor quote and provided pursuant to the applicable terms and conditions accompanying such Brokerage products and services.
 - Notwithstanding the above, Supplier will be responsible under the resulting contract for Select and Brokerage products and services that are: (i) "Dell", "EMC" or "Dell EMC" branded, or (ii) provided by an affiliate of Supplier and expressly described in a Product or Service Schedule to the contract.
- **SOFTWARE LICENSE TERMS**
 - Independent Software is subject to the terms stated in the applicable Product Schedule to the contract ("Infrastructure Product Terms"). However, if no such Infrastructure Product Terms are included in the contract or if the software provisions contained in the Infrastructure Product Terms were removed in their entirety by mutual agreement among Supplier and Customer then Independent Software is subject to the terms at www.Dell.com/eula Software that Supplier provides pre-installed on or that only operates on Equipment is subject to the end user license agreement that is included in or with the Software (e.g., in the box for the Product or in the Software's installer interface). If there is no end user license agreement included in or with the Software, then the Software is subject to the applicable end-user license agreement at www.Dell.com/eula

- A. Services Software. "Services Software" is software that Supplier may make available to Customer in connection with Services. Services Software may be hosted by Supplier or installed on Customer's computers. Customer agrees that it shall (i) only use the Services Software in connection with the Supplier's Services, (ii) use any Services Software hosted by Supplier in a lawful manner, without interfering with other Supplier customer's use of the Services Software, and without attempting to disrupt the security or operation of the network or systems used to provide the Services Software; and (iii) not misappropriate, disclose, or otherwise violate Supplier's or its Providers' intellectual property rights in the Services Software. It may be necessary for Supplier to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services Software, which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Services Software. CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SERVICES SOFTWARE, INCLUDING TELEPHONE, COMPUTER NETWORKS, AND THE INTERNET, OR TO TRANSMIT INFORMATION, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF SUCH SERVICES SOFTWARE. SUPPLIER SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S ACCESS TO OR USE OF THE SERVICES SOFTWARE.
- B. Third Party Software License Terms. Software for which Supplier is not the licensor ("Third Party Software") may come with its own license terms ("Separate License Terms"), such as a: (i) "click-to-accept" agreement included as part of the installation or download process; (ii) "shrink-wrap" agreement included in the Product packaging; or (iii) a notice indicating that by installing or using a Product or the component, the related license terms apply. The Separate License Terms govern Customer's use of Third Party Software. Suppliers provide Third Party Software "AS IS", make no express warranties, and disclaim all implied warranties, including merchantability, fitness for a particular purpose, title, and non-infringement as well as any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.
- Termination - Suspension or Modification of Services.
 - Supplier may suspend, terminate, withdraw, or discontinue all or part of the Services when Supplier believes, in its sole judgment, that Customer is involved in any fraudulent or illegal activities.
 - Termination. Either party may terminate the contract, a Service Agreement, or license for Software or Independent Software: (i) for a material breach by the other party that is not cured within thirty days of the breaching party's receipt of written notice of the breach; or (ii) if a party declares bankruptcy or is adjudicated bankrupt or a receiver or trustee is appointed for substantially all of its assets. In addition, Supplier may terminate the contract or one or more Service Agreements or software licenses with ten days' written notice if: (a) Customer does not make payment as required by the agreement or the applicable Schedule (where the payment is not subject to a good faith dispute); (b) Customer fails to make the payment within ten days after receiving written notice of the past due amount; (c) Customer purchased through a reseller and, as applicable, (c)(1) the agreement between Customer and the reseller expires or is terminated; (c)(2) the agreement between Supplier and the reseller expires or is terminated; or (c)(3) the reseller is delinquent on its payment obligations to Supplier. Supplier may terminate the agreement and some or all of the Schedules immediately if Customer is acquired by or merged with a competitor of Supplier or any of its Affiliates. Termination of a Service Agreement will not terminate other Service Agreements, and termination of all Service Agreements will not terminate this agreement.
 - Survival. The provisions relating to payment of outstanding fees, records and audit, confidentiality, and liability, all rights of action accruing prior to termination, along with any other provision of the agreement that, expressly, or by its nature and context, is intended to survive, will survive termination.

- **Customer and System Data.** In connection with Vendor's performance or Customer's use of the Services and Service Software, Supplier may obtain, receive, and/or collect data, including system-specific data (collectively, the "Data"). Customer grants Vendor: (i) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to provide the Services or use the Service Software; (ii) a license to aggregate and use the Data in an anonymous manner in support of Vendor's marketing and sales activities; and (iii) the right to copy and maintain the Data on Vendor's or its suppliers' servers as necessary to provide the Services. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which Customer is located.
- **Independent Contractors.** The parties are independent contractors for all purposes under the agreement and cannot obligate any other party without prior written approval. The parties do not intend anything in the agreement to allow any party to act as an agent or representative of a party, or the parties to act as joint venturers or partners for any purpose. No party is responsible for the acts or omissions of any other.
- **Severability.** If any part of the agreement or document that incorporates the agreement by reference is held unenforceable, the validity of all remaining parts will not be affected.
- **Encryption.** 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 (Wassenaar Arrangement) and Dual-Use Goods and Technologies and Category 5, Part 2 of the U.S. Commerce Control List (CCL) or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve or (iii) are otherwise not subject to the controls of Category 5, Part 2 of the Wassenaar Arrangement and Category 5, Part 2 of the CCL. 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 product or service is prohibited by law or does not satisfy the local regulatory requirements
- **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/manufacture of Dell-branded Software and Dell-branded Products is Dell Products L.P., One Dell Way, Round Rock, Texas 78682.
- **For Reseller Transactions:**
For any transactions under this contract in which EMC resellers are reselling products obtained from EMC, the following terms shall apply:

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

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

- **Conflicts.** If there is a conflict between any Service Agreement and the agreement, the terms of the Service Agreement will take precedence, and in the event of any conflicts between a Product or Service Schedule and the General Terms, the Product or Service Schedule will prevail. In the event that a subject is addressed in both the Supplier Software license agreement provided in or with the Software and the agreement or in any Product or Service Schedule, then the corresponding provision of the Supplier Software license agreement will prevail. No party is relying upon the representations of statements of the other that are not fully expressed in this agreement, and each party expressly disclaims reliance upon any representations or statements not expressly set forth in this agreement. Any claims by any party of fraud in the inducement of this agreement or any Supplier quote or Customer Order based on any statements, representations, understandings, or omissions, whether oral or written, that are not fully expressed in this agreement or the applicable Supplier's quote are expressly waived and released. Cloud services (includes any service made available to users through the Internet from a computing provider's servers as opposed to being provided from Customer's own on-premises servers), such as software-as-a-service and storage-as-a-service, that Customer orders from Supplier are provided pursuant to the Cloud Services Terms of Services located at www.Dell.com/dellemcloudterms or Customer's separate signed cloud services agreement with Supplier, when applicable, and not this agreement.

Product Schedules:

- Product Schedule 1 – Infrastructure Product Terms
- Product Schedule 2 – Networking Product and Server Product Terms

Service Schedules:

- Service Schedule A – General Support Services Terms
- Service Schedule B – General Professional Services Terms

PRODUCT SCHEDULE 1 - INFRASTRUCTURE PRODUCT TERMS

This Schedule states terms that apply specifically to Infrastructure Products. The General Terms are incorporated by reference into this Exhibit. If there is a conflict between this Schedule and the General Terms, this Schedule controls.

1. DEFINITIONS. All definitions set forth in the General Terms apply to the Infrastructure Products, in addition to the definitions stated below.

A. "Infrastructure Products" means Equipment that comprises data storage and converged function data management products and their related Software, including but not limited to *VMAX, Unity, SC, Vblock, VxBlock, VxRack*, and *VxRAIL* Products, and Independent Software (e.g., back-up and recovery software).

B. "Installation Site" means the ship-to address or other location identified on Supplier's quote or other Supplier-prepared document as the Equipment site of installation, use, or both.

C. "Product Notice" means the information related to Equipment, Software, Independent Software, and Services posted at an EMC website at the time of the Supplier quote, currently located at http://www.EMC.com/products/warranty_maintenance/index.jsp To locate the applicable information related to the SC Series Products, please see the applicable service description listed at www.dell.com/servicecontracts/global The Product Notice informs Customer of Infrastructure Product-specific use rights and restrictions, unit of measure (if any), warranty periods, warranty upgrades and Support Services terms. The Product Notice in effect as of the date of Supplier's quote will apply to Infrastructure Products, and is deemed incorporated into that quote and related Customer purchase order by this reference. Upon request, Supplier will provide a copy of the applicable Product Notice or attach it to the relevant Supplier quote.

D. “Support Services” when used in this Schedule and applied to Infrastructure Products means the Services identified on the table located at <http://www.emc.com/collateral/warranty-maintenance/h4276-emc-prod-warranty-maint-table.pdf> Support Services for SC Series Products are stated at www.dell.com/servicecontracts/global Support Services for Infrastructure Products that are “Converged Infrastructure Products” are stated at <http://www.dell.com/en-us/converged-infrastructure/support/support-service-descriptions.htm>.

2. INDEPENDENT SOFTWARE LICENSING

A. General License Grant. Subject to Customer’s compliance with the terms of the agreement, Supplier grants to Customer a non-exclusive, non-transferable (except as stated in section 3A (“Movement of Software”) below) license to use the Independent Software and Documentation during the period of the license for Customer’s internal business operations. Unless otherwise indicated in this agreement or the applicable Supplier quote or invoice, licenses for Independent Software are perpetual for use of object code only, and commence on Delivery. Use of Independent Software may require Customer to complete Supplier’s then-current product registration process and input a license key. Software Releases are subject to the license terms applicable to Independent Software. Supplier reserves all rights not expressly granted.

B. Copying Permitted. Customer may copy the Independent Software and Documentation as necessary to install and run the quantity of copies licensed and for back-up and archival purposes.

C. License Restrictions. Without the applicable Supplier’s prior written consent, Customer must not, and must not allow any third party to: (i) use Independent Software in an application services provider, service bureau, or similar capacity; (ii) disclose to any third party the results of any comparative or competitive analyses of Independent Software done by or on behalf of Customer; (iii) make available Independent Software to anyone other than Customer’s employees or contractors who will use the Independent Software on behalf of Customer in a manner permitted by this agreement; (iv) transfer or sublicense Independent Software or Documentation to an affiliate or any third party; (v) use Independent Software in conflict with the terms and restrictions specified in this Schedule and Service Schedules and the Supplier quote or invoice; (vi) except to the extent permitted by applicable law, modify, translate, enhance, or create derivative works from the Independent Software, or reverse assemble or disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Independent Software; (vii) remove any copyright or other proprietary notices on or in any copies of Independent Software; (viii) violate or circumvent any technological use restrictions in the Independent Software; (ix) use the Independent Software to create a competitive offering; or (x) create Internet “links” to the Independent Software or “frame” or “mirror” the Independent Software.

D. Records and Audit. During the Independent Software license term and for two years after its expiration or termination, Customer will maintain accurate records of its use of the Independent Software sufficient to show compliance with this agreement. During this period, Supplier or its auditors may request that Customer certify in writing that its use of the Independent Software is in compliance with this agreement, audit Customer’s use of Independent Software to confirm compliance, or both. Supplier will provide Customer with reasonable notice and conduct the audit during Customer’s normal business hours and will not unreasonably interfere with Customer’s business activities when performing the audit. Supplier may conduct no more than one audit in any twelve-month period. Customer must reasonably cooperate with the audit and must, without prejudice to Supplier’s other rights, promptly procure additional licenses needed to put Customer in compliance with the agreement. Customer must promptly reimburse Supplier for all reasonable costs of the audit if the audit reveals either that Customer underpaid Independent Software fees by more than five percent for the period audited, or that Customer did not maintain substantially accurate Independent Software use records.

E. Termination of License. Supplier may terminate licenses for cause if Customer breaches the terms governing use of Independent Software and fails to cure within thirty days after receipt of Supplier’s written notice of breach. Customer must cease all use, and return or certify destruction of, all terminated Independent Software licenses.

F. Licensing Models. Supplier licenses Independent Software for use only in accordance with the commercial terms and restrictions of the Independent Software's relevant software licensing model, which are stated in the Product Notice, the Supplier quote, or both. For example, the licensing model may provide that Independent Software is licensed for use solely: (i) for a certain number of licensing units; (ii) on or in connection with a certain piece of equipment, CPU, network, or other hardware environment; or (iii) for a specified amount of storage capacity.

3. ADDITIONAL TERMS FOR INFRASTRUCTURE PRODUCTS

A. Movement of Software. If Customer is current in the payment of the applicable Support Services fee, Customer may, to the extent technologically compatible and not otherwise prohibited by the licensing terms, discontinue all use of the Software or Independent Software on the hardware or network environment for which it was originally licensed and begin the corresponding use of that Software or Independent Software on a different, Customer-owned or controlled hardware or network environment, provided that Customer: (i) gives Supplier advance, written notice of the move; and (ii) pays the applicable transfer fee, upgrade fee, or both that Supplier may assess for the move.

B. Equipment Replacements. All replaced Equipment (or portions of Equipment) from any Infrastructure Products will become Supplier's property upon Customer's receipt of the corresponding replacement. Customer must return the replaced Equipment (or portions of Equipment) promptly upon Supplier's request. If Customer does not return the replaced Equipment or replaced portions within fifteen days after receipt of Supplier's request, then Customer must pay Supplier's then-current spare parts list price for the Equipment or portions that Customer failed to return.

C. Installation. Customer must ensure that: (i) the Installation Site meets the specifications for Infrastructure Products including, without limitation, the Equipment's specifications for power and cooling; (ii) the surfaces over which the Equipment will travel at Customer's location between the carrier delivery point and the final location at the Installation Site meet the weight specifications for the Equipment; and (iii) Supplier has the contact information for a responsible single point of contact at the Installation Site.

4. WARRANTIES. The limited warranties stated below are subject to the exclusions and disclaimer stated in section 6 of the agreement.

A. Equipment and Software Media Warranty. Unless stated otherwise in the Product Notice, Supplier warrants to Customer that: (i) Equipment and upgrades installed into that Equipment, when purchased from Supplier and operated with normal usage and regular recommended service; and (ii) any physical media for Software or Independent Software, will be free from material defects in materials and workmanship, and will perform substantially in accordance with the applicable Documentation until the expiration of the warranty period stated in the Product Notice or, for SC Series Products, stated in Supplier's quote. Unless otherwise noted on the Product Notice or Supplier quote, the warranty coverage for the microcode, firmware and operating system software that enables Equipment to perform as described in its Documentation will be no less than that which applies to the applicable Equipment. To the extent specified on the Product Notice and unless stated otherwise in the quote, Support Services in the form of the Support Option (as defined in Service Schedule A to this agreement) noted on the Product Notice are included free of charge during the warranty period for Equipment. In some cases, Supplier may offer an upgrade option for Support Services during the Equipment warranty period for separate purchase.

A. (1). Equipment Warranty Duration. The warranty period for Equipment is stated on the Product Notice unless the Supplier quote provides a different warranty period. This Equipment warranty commences upon Delivery. Upgrades to Equipment are warranted in the same manner as the Equipment in which the upgrades are installed from Delivery of the upgrade until the end of the warranty period for the Equipment into which the upgrades are installed.

A. (2). Software Media Warranty Duration. The warranty for any physical media for Software and Independent Software is ninety days and commences upon Delivery.

A. (3). Equipment and Software Media Warranty Remedies. If Customer notifies Supplier of a warranty claim during the applicable warranty period, then Supplier will, at its option, either remedy the non-compliance or replace the affected Equipment with new or refurbished parts at Supplier's discretion or applicable Software or Independent Software media. If Supplier is unable to repair or replace the affected Equipment or media within a reasonable time, then Customer will return the Equipment or media to Supplier, and Supplier will give Customer a refund of the amount Customer paid for the affected Equipment or media as depreciated on a straight line basis over a five year period. Customer must return to Supplier the applicable defective Equipment or media, or portions of those items, and those items become Supplier's property. If Customer receives a replacement but does not return the defective item to Supplier, then Customer must pay Supplier's then-current spare parts price for the replacement item. Supplier has no liability under these warranty terms for defects in Equipment and media after expiration of the applicable warranty period. This section states Supplier's entire liability and Customer's exclusive remedies under warranties for the Equipment and Software and Independent Software media described in section 4A and its sub-parts.

B. Independent Software Warranty, Duration, and Remedy. Supplier warrants to Customer that the Independent Software will, for ninety days following Delivery ("**Independent Software Warranty Period**"), substantially conform to the applicable Documentation. This limited warranty is not transferable. Customer must report errors to Supplier during the Independent Software Warranty Period to invoke this warranty. In response to Customer's error notice, Supplier will, at its own expense, either replace that Independent Software or correct any reproducible error. If Supplier determines that it is reasonably unable to correct the error or replace the Independent Software, Supplier will refund to Customer the amount Customer paid for that Independent Software, and Customer's license for that Independent Software will terminate. This section states Supplier's sole obligation and Customer's exclusive remedy under the Independent Software warranty. This disclaimer of warranty may not be valid in some jurisdictions, and Customer may have warranty rights under law which may not be waived or disclaimed. Any law-based warranty extends only for thirty days from the date of Delivery (unless local law provides a different duration).

B. (1). Independent Software Warranty Exclusions. Independent Software warranties do not cover problems that arise from: (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Independent Software is used or other causes beyond Supplier's control; (iii) installation, operation or use not in accordance with Supplier's instructions or applicable Documentation; (iv) use in an environment, in a manner, or for a purpose for which the Independent Software was not designed; or (v) modification, alteration, or repair by anyone other than Supplier or its authorized representatives. Supplier has no obligation for Software installed or used beyond the licensed use, for Equipment that Customer moved from the Installation Site without Supplier's consent when applicable, or whose original identification marks have been altered or removed.

B. (2). Independent Software Warranty Disclaimer. *Other than the warranties set forth in this section and the Product and Service Schedules, and to the maximum extent permitted by applicable law, Suppliers and their Affiliates, and their Providers: (i) make no other express warranties; (ii) disclaim all implied warranties, including merchantability, fitness for a particular purpose, title, and non-infringement; and (iii) disclaim any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.*

5. EVALUATION, RENTAL, AND LOAN TRANSACTIONS FOR INFRASTRUCTURE PRODUCTS

A. General. This section 5 applies unless Customer has a specific agreement with Supplier for the purpose of evaluating, renting or loaning Infrastructure Products, in which case the specific agreement will apply. The agreement applies to "**Evaluation Products**" (meaning Infrastructure Products that Supplier makes available directly to Customer for a limited period of time at no charge to enable Customer to evaluate the Infrastructure Products prior to making a final decision on licensing or purchasing), "**Loaned Products**" (meaning Infrastructure Products that Supplier makes available directly to Customer for a limited period of time at no charge), subject to the following provisions, and "**Rental Products**" (meaning Infrastructure Products that Supplier makes available directly to Customer for a limited period of time at a specific charge for that period of time).

- B. Schedule Content.** The Infrastructure Products, period of use, Installation Site, and other transaction-specific conditions will be stated in an evaluation, loan, or rental schedule referencing this agreement.
- C. Right to Use.** Customer may use Evaluation Products and Loaned Products free of charge, but, in the case of Evaluation Products, solely for the purpose of evaluating those Products and not in a production environment. Customer may use Rental Products for Customer's lawful internal business purposes for an agreed-upon monthly rental fee. **Evaluation, Loaned, and Rental Products are provided "AS IS" and without any warranty.** If Customers put any Customer data into Evaluation, Loaned, or Rental Products, then Customer is responsible for backing up that data.
- D. Title.** Supplier retains title to Evaluation, Loaned, and Rental Products. Notwithstanding any deviating terms in a "click-to-accept" or "shrink-wrap" license, all licenses to use Software and Independent Software expire at the end of the evaluation, loan, or rental period.
- E. Risk of Loss.** The risk of loss or damage to any Evaluation, Loaned, and Rental Product passes to Customer upon Delivery and remains with Customer until these Products arrive at Supplier's specified return location. Customer is solely responsible for Customer's data and bears all risk of data loss. Customer is also responsible, at its cost, for de-installation of any data storage devices placed into Customer's existing Infrastructure Products and for erasure of any data stored in Evaluation, Loaned, and Rental Products. Customer must provide reasonable insurance coverage for Evaluation, Loaned, and Rental Products during the period in which Customer bears the risk of loss.
- F. Return.** Customer must promptly return Evaluation, Loaned, and Rental Products upon expiration of the agreed period or within thirty days of Supplier's notice of termination for convenience, whichever occurs first. Supplier will automatically invoice Customer for the purchase price of any Evaluation, Loaned, or Rental Products that Customer does not return on time. Before Customer returns Evaluation, Loaned, and Rental Products to Supplier, Customer must permanently erase any Customer data that Customer put in those Products. Customer may purchase Evaluation Products any time prior to the end of the evaluation period.
- G. Exclusion.** The SC brand storage products are not subject to the terms of this section 5. Customer should contact the applicable Supplier sales representative regarding evaluation of the SC brand storage products.

PRODUCT SCHEDULE 2 - NETWORKING PRODUCT AND SERVER PRODUCT TERMS

This Schedule states terms that apply specifically to Networking Products and Server Products. The General Terms are incorporated by reference into this Exhibit. If there is a conflict between this Schedule and the General Terms, this Schedule controls.

- 1. DEFINITIONS.** All definitions set forth in the General Terms apply to the Networking Products and Server Products, in addition to the definitions stated below.
- A. "Configuration and Deployment Services"** means (i) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, as described in the corresponding Service Descriptions, available at www.dell.com/servicecontracts/global; or (ii) standard configuration services, including the service features and offerings described in the corresponding Service Agreement(s), available at www.dell.com/servicecontracts/global or from the Supplier sales representative, as applicable, such as Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings). Configuration and Deployment Services for Networking Products and Server Products are subject to the applicable Service Agreement(s).
- B. "Networking Products"** means the Dell-branded Equipment and Software, including Networking Products listed at <http://www.dell.com/en-us/work/shop/networking/sc/networking-products> purchased in a standard configuration, unless otherwise specified in any applicable Product-specific Documentation or Service Agreement(s), as set forth on the Supplier quote.
- C. "Server Products"** means the Dell-branded Equipment and Software, including select PowerEdge Products listed at <http://www.dell.com/en-us/work/shop/dell-poweredge-servers/sc/servers>

- D. “Support Services”** when used in this Schedule and applied to Networking Products and Server Products, means services to be performed by or on behalf of Supplier necessary to repair a defect in materials or workmanship of the applicable Product(s) , and as further defined and described in the applicable Service Agreement(s).
- 2. WARRANTIES.** The limited warranties for the Equipment portion of Networking Products and Server Products can be found at www.dell.com/warrantyterms or in the applicable Documentation.
- 3. ADDITIONAL TERMS**
- A. Service Agreements.** Support Services and the Configuration and Deployment Services are subject to the additional terms contained in the applicable Service Agreement(s). If there is a conflict between the terms of this Exhibit, the General Terms of the agreement, and any Service Agreement(s), the following order of precedence will apply: (i) the Service Agreement; (ii) this Exhibit; and (iii) the General Terms.
- B. Whole Unit Replacement; Failure to Return; Service Part Ownership.** If Supplier determines that a component of the defective Networking Product or Server Product is one that is easily removed and replaced or disconnected and reconnected, or if the Supplier analyst determines that the Networking Product or Server Product is one that should be replaced as a whole system, Supplier reserves the right to send Customer a component or whole replacement Networking Product or Server Product, as applicable. If Supplier delivers either a whole replacement Networking Product, Server Product, or a component of either to Customer, Customer must return the defective Networking Product, or Server Product, or component, as applicable, to Supplier within ten days of receiving the replacement, unless Customer has purchased “Keep Your Hard Drive” for the affected Networking Product or Server Product. In that event, Customer may retain the respective hard drive(s). Supplier will own all Supplier components removed from the Networking Products or Server Products and whole Networking Products or Server Products that Customer returns to Supplier. If Customer keeps a component or whole Networking Product or Server Product after Supplier has replaced it, then Customer must pay Supplier the then-current retail price for the component or whole Networking Product or Server Product, as applicable, that Customer keeps (except for hard drives from Networking Product or Server Products covered by “Keep Your Hard Drive” service). Supplier will invoice Customer for the whole Networking Product, Server Product, or components that Customer keeps and Customer will pay Supplier’s invoice within ten days of receipt. If Customer does not pay Supplier’s invoice within ten days after receipt, in addition to any other legal rights and remedies available to Supplier, Supplier may terminate the applicable Service Description by providing written notice to Customer. Supplier uses and Customer expressly authorizes the use of new and reconditioned parts made by various manufacturers in performing repairs.
- C. Parts Stocked; Mission Critical Parts.** Supplier currently stocks parts in various locations throughout the world. Selected parts may not be stocked in the location closest to Customer’s site. If a part that is needed to repair the Product is not available from a Supplier facility near Customer’s location and must be transferred from another facility, it will be shipped as soon as is commercially reasonable. Certain Supplier parts locations stock mission critical parts, as Supplier determines, to supply parts for same business day response times. A mission critical part is one that, upon failure, may prevent the Product from performing its basic functions. Supplier may ship these parts using overnight delivery. In order to receive parts on a two- or four-hour basis, Customer must purchase a corresponding Support Service Agreement that supports mission critical parts delivery, and the Product must be located within the Supplier-designated supported coverage area.
- D. Other Service Exclusions.** In the course of performing Support Services, Supplier will not be responsible for: (i) providing performance assistance or administrative assistance, installation, de-installation, relocation, preventative maintenance, training assistance, remote administration, or any activities or services not expressly described in the applicable Service Agreement(s); (ii) providing media replacement, operating supplies, cosmetic accessories or parts such as frames, and cover or support on those items; (iii) removing malicious software; (iv) providing data backup; (v) providing advanced wireless networking or remote installation, set-up, or optimization and configuration of applications beyond those described in the Service Agreement(s); (vi) scripting, programming, database design and implementation, web development, or recompiled kernels; (vii) repairing damage or defects in Networking Products and Server Products which are purely cosmetic and do not affect device functionality; (viii) providing repairs that are necessary because: (a) Customer previously installed a Customer replaceable unit; or (b) someone other than Supplier or an authorized service provider previously altered, adjusted, or repaired the Networking Product or Server Product.

Service Schedule A - General Support Services Terms

This Schedule states the terms governing the provision of Support Services that apply to all Products other than Pivotal Products during or after the applicable warranty period, and are supplemented by terms stated in the Product Schedules attached to this agreement (as applicable to the Product type) or the applicable Service Agreement(s) for Networking, Server and Client Products only. The General Terms are incorporated by reference into this Exhibit. If there is a conflict between this Schedule and the General Terms, this Schedule controls. If there is any conflict between this Schedule and a Product Exhibit, the Product Schedule controls.

1. DEFINITIONS. All definitions set forth in the General Terms and in the Product Schedules apply to this Exhibit, in addition to the definitions stated below.

A. "Customer Support Tools" means any software or other tools Supplier makes available to Customer to enable certain service features of Products (as applicable) and to enable Customer to perform various self-maintenance activities.

B. "EMC Service Area" means the area that is within: (i) one hundred drivable miles of an EMC service location for Infrastructure Products; and (ii) the same country as the EMC service location.

C. "Maintenance Aids" mean any hardware, software or other tools, other than Customer Support Tools, that Supplier uses to perform diagnostic or remedial activities on Products.

D. "Time and Materials Service" means any maintenance or support service that Supplier provides but is not part of fixed-fee Support Services or other Supplier generally available service-related offering using a pre-established fee. Supplier charges separately for Time and Materials Services on a time and materials basis and may include a separate set of Time and Materials terms and conditions.

2. SUPPORT SERVICES

A. Scope. The contents of Support Services for each Product (the "Support Option") are set forth in the Product Notice or the Service Agreement(s), and unless otherwise indicated in the Product Notice or Supplemental Support Terms, consist of: (i) for Infrastructure Products, using commercially reasonable efforts to remedy failures of Infrastructure Products to remedy failures to perform substantially in accordance with Supplier's applicable Documentation; (ii) for Client Products, Server Products, and Networking Products, using commercially reasonable efforts to repair or replace defects in workmanship or materials; (iii) providing English-language (or, where available, local language) help line service via telephone or other electronic means; and (iii) enabling Customer to download, Software Releases and Documentation updates that Supplier makes generally available at no additional charge to other purchasers of Support Services for the applicable Product. Supplier reserves the right to change the scope of Support Services for Infrastructure Products on sixty days' prior written notice to Customer, and to change the scope of Support Services for Server Products, Networking Products, and Client Products without notice.

B. Additional Support. Supplier reserves the right to charge for Support Services performed outside the time frames of the applicable Support Option as a Time and Materials Service. Except to the extent that Support Services are independent of the Equipment's location, Supplier will have no obligation to provide Support Services for Infrastructure Products with respect to Equipment that is outside the EMC Service Area. Support Services do not apply to any Software other than the current and the immediately prior Software Release. Support Services are subject to Supplier's then-current "End-of-Service-Life" policy for the respective Product, if applicable. Supplier will have no obligation to provide Support Services for Software and Independent Software problems that cannot be reproduced at Supplier's facility or via remote access to Customer's facility. Support Services do not include the supply of Equipment upgrades, if any, needed to utilize new features or functionality in a Software Release.

C. Exclusions. Support Services do not cover a problem that would have been excluded from coverage pursuant to section 5B ("Product Warranty Exclusions") of General Terms had the problem arisen during the warranty period of the affected Product.

D. Reinstatement of Support. Customer may request that Supplier reinstate Support Services for a Product for which Support Services have lapsed. Supplier may do so at its discretion and reinstatement will be subject to a certification at Supplier's then-current Time and Materials Service rates and conditions. Once the Product is certified, Support Services will commence when Customer pays: (i) the charge for the above-described Time and Materials Service; (ii) the amount Supplier would have normally charged had Support Services been in effect during the period of the lapse or discontinuation; and (iii) the charge for the next twelve months of the newly-commenced Support Services.

3. CUSTOMER RESPONSIBILITIES

A. Cooperation. Customer will: (i) promptly notify Supplier when a Products fails and provide Supplier with sufficient details so that Supplier can reproduce the failure; (ii) allow Supplier remote and on-site (when Supplier deems necessary) access to the Product to provide Support Services; and (iii) furnish necessary facilities (which for on-site access means suitable work space, computers, power, light, phone, internet network availability, software, and equipment reasonably required by Supplier) in compliance with all applicable laws and regulations, as well as information, and assistance required to provide Support Services. Customer will provide Supplier with timely access to and use of all Customer proprietary and third party equipment, software and systems required for Supplier to perform its obligations under this agreement. With respect to all third party hardware or software operated by or on behalf of Customer, Customer warrants that it shall, at no expense to Supplier, obtain all consents, licenses and sublicenses necessary for Supplier to perform under the Service Agreement(s) and shall pay any fees or other costs associated with obtaining such consents, licenses and sublicenses. Customer shall indemnify, defend, and hold Supplier harmless from and against all third party claims and expenses, including reasonable attorneys' fees and expenses, arising by reason of any failure or delay by Customer to obtain the consents, licenses or sublicenses necessary for Supplier to perform under the Service Agreement(s).

B. Service Agreements. Unless a specific number of authorized contacts are indicated on the Product Notice or the applicable Service Agreement(s) require that the Customer be in physical possession of the Equipment at the time a support request is submitted, Customer will designate in writing a reasonable number of authorized contacts, as Customer and Supplier may determine, who will initially report problems and receive Support Services from Supplier. Each Customer representative will be familiar with Customer's requirements and will have the expertise and capabilities necessary to permit Supplier to fulfill its obligations. Customer will provide changes to authorized support contacts to Supplier in writing.

4. ADDITIONAL TERMS

A. Maintenance Aids and Spare Parts for Equipment. Customer authorizes Supplier to store Maintenance Aids and spare parts at the Installation Site and agrees that these items are only for Supplier's use. Customer will not, and will not authorize any third party to, use these items. Supplier is authorized, upon the conclusion of the Support Services or at any other time, upon reasonable notice to Customer, to enter the Installation Site, or to use remote means to remove or disable Maintenance Aids and spare parts, as applicable. Customer will reasonably cooperate in this effort.

B. Customer Support Tools. Supplier may choose to make Customer Support Tools available to assist Customer in performing various maintenance or support related tasks. Customer will use Customer Support Tools only in accordance with terms under which Supplier makes them available.

C. Service Data. In connection with the performance and use of the Services, and Supplier's remote support capabilities detailed in section 3H ("Remote Support Capability") below, Supplier may obtain and receive, data or information, including Product-specific, Service-related data such as Product diagnostics, configurations, usage characteristics, performance data, and deployment location (collectively, "Service Data"). Customer acknowledges and agrees that Supplier will: (i) use, compile, display, store, process, reproduce, or create reporting and other Services-related materials from the Service Data solely to provide the Services, including remotely accessing Products to install, maintain, monitor, support, receive

alerts and notifications from and change certain internal system parameters of Products in Customer's environment in fulfillment of Supplier's Support Services obligations; (ii) provide Customer with visibility to Customer's actual Product usage and consumption patterns and make recommendations to Customer regarding improvements to Customer's environment and utilization of the Services; (iii) utilize the Service Data in connection with predictive analytics and usage intelligence to consult with and assist Customer, directly or through the Supplier channel partner involved in supplying Products to Customer, to optimize Customer's future planning activities and requirements; (iv) aggregate and use the Service Data in an anonymous manner with that of others in the development and improvement of future products; and (v) copy and maintain the Service Data on Supplier's systems as necessary to provide the Support Services. Supplier agrees that the Service Data is subject to the confidentiality provisions in this agreement.

D. **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.

E. **Proactive Product Changes.** Supplier may, at its expense, implement changes to the Products upon reasonable notice to Customer: (i) when the changes do not adversely affect interchangeability or performance of the Products; (ii) when Supplier reasonably believes the changes are required for purposes of safety or reliability; or (iii) when Supplier is required by law to do so. Customer will give Supplier reasonable access to the Products for these purposes.

F. **Software Releases.** When Customer begins using a Software Release for a particular Product, Customer must remove and make no further use of all prior Software Releases for that Product, and protect the prior Software Releases from disclosure or use by any third party. Customer is authorized to retain a copy of each Software Release that Customer properly obtains for Customer's archive purposes and use them as a temporary back-up if the current Software Release becomes inoperable. Customer will use and deploy Software Releases only in accordance with terms of the original license for Software and Independent Software.

G. **Change of Equipment Location or Configuration.** Customer may change the Installation Site or configuration of a Product under Support Services only after written notice to Supplier, and subject to the terms and conditions on this sub-section. If the new location is in a different country, the move is subject to Supplier's prior written approval and additional fees may apply. Customer will promptly notify Supplier of any changes to the configuration, or movement of Equipment by anyone other than Supplier. To determine if the Product remains eligible for Support Services, Supplier reserves the right to inspect and evaluate the changes in configuration or location of affected Equipment, and to re-certify the Equipment at Supplier's then current Time and Materials Service conditions and rates. Additional charges, if any, related to changes in configuration or location of Equipment will apply from the date the change took place.

H. **Remote Support Capability.** As part of Support Services, Supplier makes various remote support capabilities available for certain Products in accordance with its then-current policies and procedures. Supplier's warranty and Support Services fees are based on the availability and use of the remote support capabilities. Customer may elect not to activate or to disable remote support capabilities, but Customer must notify Supplier of this election without undue delay. If Customer chooses to disable or to not activate the remote support capabilities, then, with regard to all Products affected by this choice: (i) Supplier may assess Customer a surcharge in accordance with Supplier's then-current standard rates; and (ii) agreed response times or other agreed service levels (if any) will no longer apply.

I. Alterations and Attachments to Equipment. For Infrastructure Products, Supplier does not restrict Customer from making alterations to, or installing other products in or with, the Equipment at Customer's expense. For Client Products, Server Products and Networking Products, Customer may only install Third Party Products or components that Supplier provides or otherwise authorizes for installation in those Products. If Customer installs items contrary to the immediately preceding sentence, then Supplier may not be able to provide Support Services. For all Products, Customer is responsible for any inspection fees, additional charges, or both resulting from the activities described in this section. If the alterations or attachments prevent or hinder Supplier from performing Support Services, then Customer will, upon Supplier's request, take corrective action. Customer's failure to take appropriate corrective action will be deemed a breach of this Exhibit.

J. Transfer of Equipment to Secondary Purchasers. If Customer decides to sell, assign, or otherwise transfer the use, ownership, or both of Equipment to a "Secondary Purchaser" (meaning a bona fide end user that: (i) is not considered, in Supplier's reasonable discretion, to be a competitor of Supplier; and (ii) has not had prior disputes with Supplier), to the extent Supplier resources reasonably permit, Supplier will make available to Customer, as a Time and Materials Service, de-installation services. In addition, and to the extent Supplier resources reasonably permit, Supplier will make available to the Secondary Purchaser: (a) Equipment installation and re-certification services as a Time and Materials Service; and (b) Support Services for Equipment that Supplier has determined and notified the Secondary Purchaser meets Supplier's certification criteria upon receipt of payment of Supplier's then current Support Services fees. A Secondary Purchaser of Infrastructure Products must obtain the appropriate Software license from Supplier and pay any applicable Software license fees.

K. Software Support Services affected by Change in Equipment Status. For Software used on or operated in connection with Equipment that ceases to be covered by Support Services or the Supplier Equipment warranty, Supplier reserves the right to send Customer written notice that Supplier has either chosen to discontinue or change the price for Support Services for the Software (with the price change effective as of the date the applicable Equipment ceases to be covered). If Supplier sends a discontinuation notice, or if Customer rejects or does not respond to the notice of a proposed price change within thirty days after receipt, Customer will be deemed to have terminated the Software Support Services for its convenience and the terms of section 7 C 2 below will apply.

L. Third Party Product Provided to Supplier. If Customer provides or makes available Third Party Products, including any intellectual property developed by Customer, for Supplier to use in connection with Services, Customer: (i) authorizes Suppliers to use the Third Party Products as needed to provide the Support Services; (ii) warrants that it has all consents, licenses, and sublicense rights as may be necessary to make these Third Party Products available to Suppliers; and (iii) agrees that Suppliers are not liable to Customer if Supplier's authorized use causes warranties or other services contracts for these Third Party Products to become void.

5. PRICING. The fee for Support Services for Products will be as set forth on the applicable Supplier quote. Additions to the Products on the Supplier quote may result in additional Support Services fees. Supplier will charge and invoice for Time and Materials Service in accordance with terms governing each Time and Materials Service engagement.

6. SUPPORT SERVICES WARRANTY

A. Support Services. Supplier will perform the labor portion of Support Services in a workmanlike manner in accordance with generally accepted industry standards. Customer will notify Supplier of any failure to perform as stated in the prior sentence as soon as reasonably possible, and in no event more than ten days after the date on which the failure first occurs. A replacement part receives the remainder of the warranty or Support Services coverage applicable to the Infrastructure Product containing the replacement part.

B. Customer Remedies. Customer's exclusive remedy and Supplier's entire liability under the warranty stated in sub-section A above will be for Supplier to, at its option: (i) use reasonable efforts to (a) re-perform the deficient labor services within a reasonable time; or (b) replace any replacement parts that become defective during the remainder of the warranty or Support Services coverage applicable to the Product containing the replacement part, or sixty days after installation, whichever occurs later; and (ii) if, after reasonable efforts, Supplier is not able correct the deficiencies, then Customer has the right to terminate for breach in accordance with section 7D below.

C. No Further Warranties. Except as expressly stated in the agreement or the applicable Schedules, and to the maximum extent permitted by applicable law, with regard to Products, Support Services and any other items, Services, or matters arising under this Exhibit, Supplier (including its Providers) makes no other express warranties, written or oral, and disclaims all implied warranties. Insofar as permitted under applicable law, all other warranties are specifically excluded, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade, Supplier and its Providers do not warrant that the Software will operate uninterrupted or that it will be free from defects or that it will meet Customer's requirements.

7. TERM AND TERMINATION

A. Software Support Services Term. Support Services for Software and Independent Software that Customer orders at the same time as the license for those items will commence on Delivery and continue for the period specified on the Supplier quote. Renewals of these Support Services will commence and expire in accordance with the dates on the applicable Supplier quote.

B. Equipment Support Services Term. Support Services (including Support Option upgrades, if applicable) for Equipment are provided during the warranty period. Renewals of Equipment-related Support Services will commence and expire in accordance with the dates on the applicable Supplier quote. Support Services for hardware upgrades installed into Equipment are coterminous with the Support Services that are then in effect for the Equipment into which such upgrades are installed.

C. Termination for Convenience. In addition to the term and termination provisions stated in the General Terms, the following apply to Support Services:

C. (1). By Supplier. If Supplier terminate Support Services for its convenience, Customer's sole and exclusive remedy and Supplier's sole and exclusive obligation will be to refund to Customer the portion of any pre-paid Support Services fee that corresponds to the period between the effective date of the termination for convenience and the end of the then-current Support Services period.

C. (2). By Customer. If Customer terminates Support Services for Infrastructure Products for its convenience, Customer's sole and exclusive remedy and Supplier's sole and exclusive obligation will be to grant Customer a credit that corresponds to the period between the effective date of the termination for convenience and the end of the then-current Support Services period for any Support Services. Customer may only use the credit against future purchases of Products or Support Services from Supplier. Supplier may reduce the credit to recapture unearned discounts (meaning discounts to a Support Services fee that were based on a Customer obligation that can no longer be fulfilled due to the termination). If Customer terminates Support Services for Client Products, Networking Products, or Server Products, Customer will not receive any credit for unused Support Services.

D. Termination for Breach. In addition to the term and termination provisions stated in General Terms, either Supplier or Customer may terminate the Support Services for a specific Product if a party materially breaches this Schedule and fails to cure the breach within thirty days' receipt of written notice specifying the failure. If Supplier terminates the Support Services for Customer's material, uncured breach, that termination will be without further liability for Supplier and without any obligation to refund any fees already paid for Support Services. If Customer terminates for Supplier's uncured, material breach, Customer's sole and exclusive remedy and Supplier's sole and exclusive obligation will be, at Customer's election, to either issue a credit for use against current or future purchases of Products or

Support Services or grant a refund for that portion of any pre-paid Support Service fee that corresponds to the period between the effective date of the termination for breach and the end of the then-current Support Services period.

Service Schedule B - General Professional Services Terms

This Schedule states terms that apply specifically to Professional Services (excluding Pivotal Professional Services). Pivotal Professional Services terms are stated in Service Schedule C. The General Terms are incorporated by reference into this Exhibit. If there is a conflict between this Schedule and the General Terms, this Schedule controls.

1. DEFINITIONS. All definitions set forth in the General Terms apply to Professional Services, in addition to the definitions stated below.

A. "Deliverables" means any reports, analyses, scripts, code, or other work results that Supplier delivers to Customer within the framework of fulfilling obligations under a Service Agreement document.

B. "Proprietary Rights" mean all patents, copyrights, trademarks, trade secrets, or other intellectual property rights of a party.

2. PROFESSIONAL SERVICES

A. Scope. Each project for Professional Services will be governed by a separate Service Agreement document. Each Service Agreement document will state the pertinent business parameters, including, but not limited to, a detailed description of the Professional Services to be provided. In case of conflict between the Service Agreement and the terms of the agreement, the Service Agreement will normally take precedence. However, to the extent that the Service Agreements contain terms that conflict with terms in the agreement pertaining to any one or more of the following topics: proprietary rights, indemnification, warranty (including remedies and disclaimers), and limitation of liability, the conflicting terms in the Service Agreement will supersede those in the agreement only if the Service Agreement clearly indicates that the parties are intentionally overriding the terms in the agreement solely for purposes of that Service Agreement document. Professional Services are provided as a separate and independent service to Customer even if Supplier offers them together with the sale or licensing of Products in the same Supplier quote or Customer purchase order.

B. No Legal or Regulatory Advice. The Professional Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions whether to implement, in whole or in part, any Deliverables, advice, or recommendations are solely Customer's responsibility. Supplier is not providing legal or regulatory advice in any Professional Services.

C. Placement of Supplier Personnel. Supplier will be solely responsible for personnel placement as well as for all other human resources issues (e.g., vacation). Supplier will only utilize employees or contractors that are sufficiently qualified. If specific Supplier personnel cease to perform due to illness, resignation, or any other reason, Supplier will, without undue delay, use reasonable efforts to provide a qualified replacement as soon as reasonably possible. Supplier's contact person responsible for liaising with Customer will be Customer's exclusive point of contact for the project. Customer and Supplier do not intend to form, and do not form, an employee/employer relationship under any Service Agreement document.

D. Standard Work Day. Unless otherwise provided in an applicable Service Agreement document, the standard work day is any eight hour period of work, between 8:00 AM and 6:00 PM, Monday through Friday, excluding public holidays, at the Supplier location providing the Professional Services.

E. **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.

3. PROPRIETARY RIGHTS

A. **Grant of License Rights in Deliverables.** Subject to Customer's compliance with the terms of the agreement, any applicable Service Agreement(s), and Supplier's Proprietary Rights incorporated into any Deliverables, Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable license to use, copy, and create derivative works from the Deliverables for Customer's internal business operations, as contemplated by the applicable Service Agreement(s). The license granted in this section does not apply to: (i) Customer-furnished material; (ii) any Products; (iii) any Third Party Products; or (iv) items licensed or otherwise provided under a separate agreement.

B. **Customer Furnished Materials.** Customer retains its Proprietary Rights in materials it furnishes to Supplier for use in connection with the performance of Professional Services. Customer grants Supplier a non-exclusive, non-transferable right, under Customer's Proprietary Rights, to use the Customer-provided materials solely for the benefit of Customer in fulfilling Supplier's obligations under the Service Agreement(s).

C. **Reservation of Proprietary Rights.** Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other. Supplier is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided under any Service Agreement(s), or, subject to Supplier's confidentiality obligations to Customer, in using the Deliverables or performing similar Professional Services for any other projects.

D. **Third Party Products.** Customer grants Supplier a non-exclusive, non-transferable right to use Third Party Products that Customer provides for Supplier's use to perform the Professional Services described in an applicable Service Agreement(s) document. Any configuration or modification that Supplier makes to any Customer-provided Third Party Products or work product incorporating Third Party Products is subject to Customer's agreement with the applicable third party.

4. **PAYMENT AND INVOICING.** Supplier will submit invoices for fees and reimbursable costs and expenses. Customer will pay Supplier as stated in the applicable Service Agreement(s), and in accordance with the terms of the agreement.

5. **WARRANTY.** Supplier will perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify Supplier of any failure to perform within ten calendar days after the performance of the applicable portion of Professional Services. Supplier's entire liability and Customer's sole remedy for Supplier's failure to perform is for Supplier to, at its option: (i) correct the failure; or (ii) terminate the applicable Service Agreement(s) and refund that portion of any fees received that correspond to the failure to perform.

6. TERM OF PROFESSIONAL SERVICES

A. **Term of Service Agreements.** Each Service Agreement document begins on the date stated in the Service Agreement, and, unless terminated for breach, continues in accordance with its terms. A party may terminate a Service Agreement document for convenience only if that is allowed by the terms of that document. If the agreement is terminated for convenience, all then-existing Service Agreements documents will remain in force in accordance with their applicable terms and will continue to be governed by the terms of the agreement until they are completed or otherwise terminated.

B. **Termination for Breach of Service Agreements.** If either Supplier or Customer believes a material breach of the terms of a Service Agreement document has occurred, then the party will notify the other in writing of the other's alleged breach. The recipient will have thirty days from the date of receipt of the notice to effect a cure (the "Cure Period"). If the recipient of the notice fails to effect a cure within the Cure Period, then the sender of the notice may send a written notice of termination of the applicable Service Agreement document, which notice will take effect upon receipt.

7. EDUCATION SERVICES

A. **Courses.** Supplier's standard education Professional Services are available through the applicable catalogue or website. Supplier customized education Professional Services are available pursuant to the applicable Service Agreement.

B. **Cancellation and Refunds.** Unless otherwise specified in a Service Agreement document, a quote, or on the Dell EMC Education Services catalogue or website, if Customer prepays and subsequently cancels standard education Professional Services, Supplier will provide: (i) a full refund, if Supplier receives written notice of cancellation two or more weeks before the scheduled start date; or (ii) a 50% refund, if Supplier receives written notice of cancellation less than two weeks before, but prior to, the scheduled start date. Cancellation charges for customized education Professional Services will be as mutually agreed between the parties in the applicable Service Agreement document.

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.*

EMC Response: EMC acknowledges the contract is administered by NCPA on behalf of Region 14 ESC.

- **Contract Term**

- *The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.*
 - *It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.*

EMC Response: EMC acknowledges the 3 year term with 2 additional 1 year extensions and service agreement 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.*

EMC Response: EMC agrees and requests that the following sentence be added: “Failure to enforce a provision of any resulting agreement will not constitute a waiver.”

- **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.*

EMC Response: EMC acknowledges the process to add additional Products and Services to the contract.

- **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.*

EMC Response: EMC acknowledges that Region 14 ESC may choose to establish a competitive range. EMC respectfully requests that should the need arise for the employment of such, that Region 14 ESC take into its consideration, the differing terms and conditions which may vary between vendor contracts and therefore only similar offerings and criteria should be used to make such range determinations.

- **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.*

EMC Response: EMC acknowledges deviations/exceptions may disqualify vendors.

- **Estimated Quantities**

- *The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 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*

EMC Response: EMC acknowledges that sales quantities are not guaranteed.

- **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.*

EMC Response: EMC acknowledges the evaluation process as described in this paragraph.

- **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.*

EMC Response: EMC has submitted with this response a signed Signature Form and requested changes to meet this requirement.

- *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.*

EMC Response: EMC will negotiate, as needed, and execute an administration agreement with NCPA upon award. EMC has submitted with this response the requested changes to meet this and other requirements.

- *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.*

EMC Response: EMC acknowledges the purpose of clarification/discussions and that this is not an opportunity to revise our propose submission.

- *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.*

EMC Response: EMC acknowledges that multiple awards may be given.

- *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.*

EMC Response: EMC acknowledges the relevance past contract performance may bear in the award of this contract.

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.*
 - *Past Cooperative Program Performance*
 - *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*
 - *Minority and Women Business Enterprise (MWBE) and (HUB) Participation*
 - *Customer Service*

EMC Response: EMC acknowledges the evaluation criteria for this submission.

Signature Form

EMC agrees to discuss and negotiate the terms of the Administration Agreement. EMC respectfully requests modifications to the terms provided in its response as noted in Tab 1. EMC also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation.

A signed copy of the Signature Form can be found following this page.

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	EMC Corporation
Address	3017 Douglas Blvd. Suite 300
City/State/Zip	Roseville, CA 95661
Telephone No.	(512) 723-6806
Fax No.	N/A
Email address	Amanda.Hudson@dell.com
Printed name	Amanda Hudson
Position with company	Contracts Manager
Authorized signature	<i>Amanda Elizabeth Hudson</i>

TAB 2 – NCPA ADMINISTRATION AGREEMENT

EMC agrees to discuss and negotiate the terms of the Administration Agreement upon award.

EMC respectfully requests the modifications to the terms provided in Tab 1 of this response. EMC also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation.

A signed copy of the NCPA Administration Agreement can be found following this page.

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 3, 2018, by and between National Cooperative Purchasing Alliance (“NCPA”) and EMC Corporation (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 3, 2018, referenced as Contract Number 01-82, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Data Storage, Cloud, Converged and Data Protection;

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

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

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

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

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

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

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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


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

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


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: December 3, 2018

Vendor:

EMC Corporation
 Name: Amanda Hudson
 Title: Contracts Manager
 Address: 3017 Douglas Blvd., Suite 300
Roseville, CA 95661
 Signature: 
 Date: November 7, 2018

TAB 3 – VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire can be found following this page.

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 | |

*****EMC Corporation 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

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway 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 Hopkinton, State of MA.

◆ **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 Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Tiffany Pabst

Title: Contract Program Manager

Company: EMC Corporation (Dell EMC)

Address: 3017 Douglas Blvd, Ste 300

City: Roseville State: CA Zip: 95628

Phone: 916-221-0294 Email: Tiffany.pabst@dell.com

▪ **Purchase Orders**

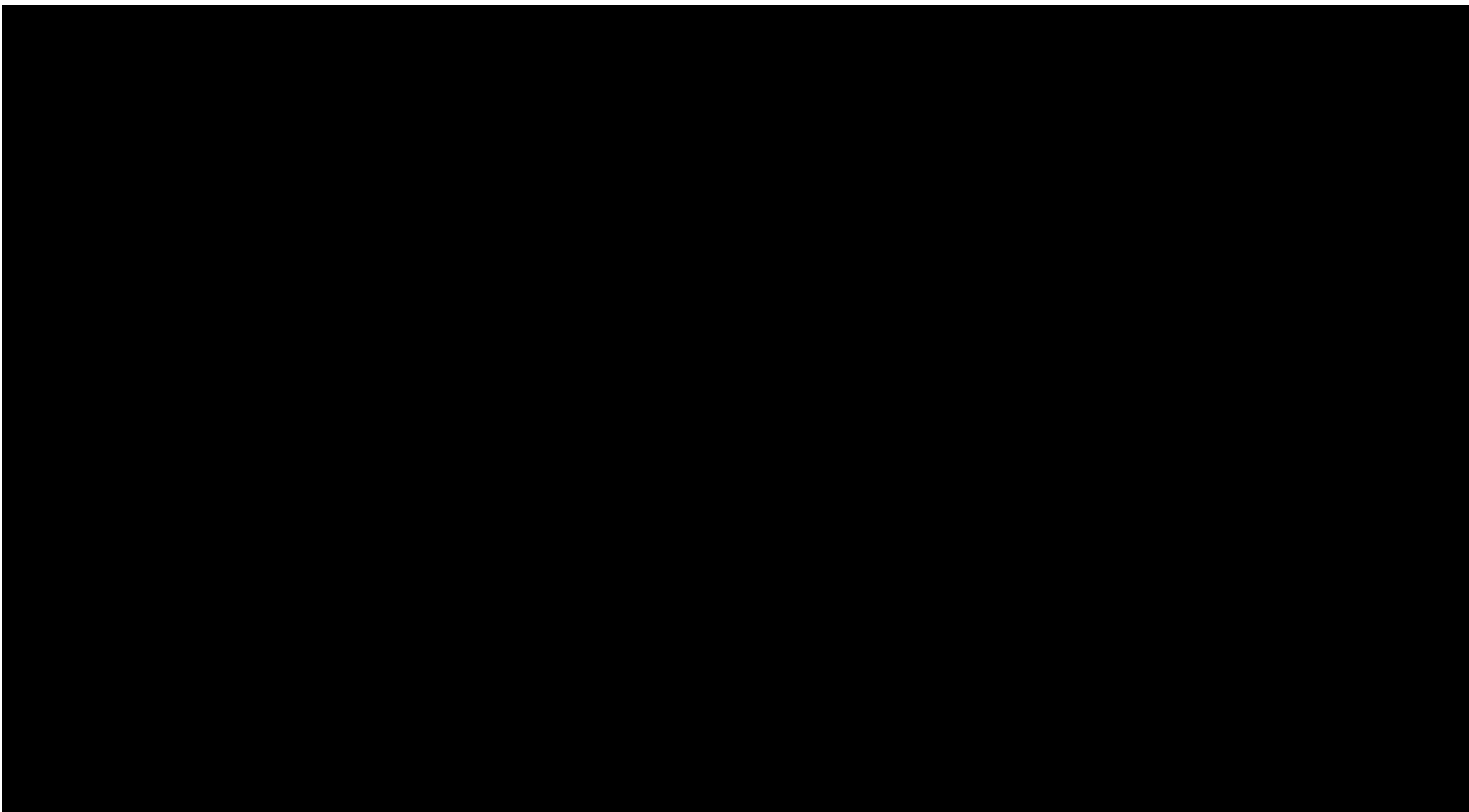
Contact Person: PO Processing
Title: _____
Company: EMC Corporation
Address: 176 South Street
City: Hopkinton State: MA Zip: 01748-9103
Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: Tiffany Pabst
Title: Contract Program Manager
Company: EMC Corporation (Dell EMC)
Address: 3017 Douglas Blvd, Ste 300
City: Roseville State: CA Zip: 95628
Phone: 916-221-0294 Email: Tiffany.pabst@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.*

EMC Response: EMC Corporation.

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

EMC Response: EMC was founded in Newton, Massachusetts, in 1979 by Dick Egan and Roger Marino. By the late 1980s, EMC sold advanced storage subsystems for minicomputers and solid-state mainframe storage. In 1986 EMC went public on NASDAQ. And then in March 1988, after eight years of profitability, EMC's stock began trading on the New York Stock Exchange.

In late 1990, EMC introduced Symmetrix Integrated Cached Disk Array, which would become the most popular high-end storage system ever developed. EMC created a new storage industry segment, network attached storage (NAS), redefining the market for file servers. With the arrival of SANs in 1998, EMC's approach helped to speed up the conversion of NAS and SAN into the fast-growing market for networked storage. In 1999, EMC seized an opportunity to enlarge its target market while still concentrating on storage by acquiring Data General and its acclaimed CLARiON line. EMC could now help customers consolidate and manage more information.

In 2002, EMC created a new storage category and introduced the first information storage solution designed specifically for fixed, or unchanging, content. In 2003, EMC focused on helping customers get the maximum from their information, at the lowest total cost, at every point in the information life cycle. EMC's ILM strategy became its primary way of assisting customers in solving real-life information management challenges. Through scores of acquisitions during this decade, EMC has taken bold steps into opportunity-rich software markets in backup, archiving, and recovery management; content management; network systems management; and server and desktop virtualization. EMC's acquisition of VMware, the global leader in virtualization solutions from the desktop to the data center, gives EMC, by far, the strongest virtualization portfolio in the IT industry.

EMC's information infrastructure strategy could not be more relevant in a world where digital information has become one of the most important assets in nearly all organizations and where its growth is rapid and relentless. To fully extend the power of information infrastructure, EMC greatly expanded its portfolio of services by building out a 13,000-person-strong global services organization that helps customers deploy and maintain their EMC technologies and solve their information infrastructure challenges.

September 7, 2016 marked a milestone in EMC history. On that day, Dell Technologies announced completion of the acquisition of EMC Corporation, creating a unique family of businesses that provides the essential infrastructure for organizations to build their digital future, transform IT and protect their most important asset, information. This combination creates a \$74 billion market leader with an expansive technology portfolio that solves complex problems for customers in the industry's fast-growing areas of hybrid cloud, software-defined data center, converged infrastructure, platform-as-a-service, data analytics, mobility and cybersecurity.

Dell Technologies blends Dell's go-to-market strength with small business and mid-market customers and EMC's strength with large enterprises and stands as a market leader in many of the most important and high-growth areas of the \$2 trillion information technology market, including positions as a "Leader" in 20 Gartner Magic Quadrants and a portfolio of more than 20,000 patents and applications.

With over 30 years of experience, our value is in offering solutions that map to the government customers, which includes the U.S. Federal government and foreign government (both civilian and defense agencies) and state and local governments, provinces, counties, cities, as well as educational institutions around the world. EMC solutions help customers ensure that information is managed efficiently, effectively, and securely. EMC's understanding of government priorities enables us to work as a strategic partner—delivering value, and helping achieve critical objectives for our customers.

We empower agencies to meet today's challenges head on. Our tactical storage, data protection, and trust solutions are proven, scalable, secure, and easy to deploy and own. Today, our storage solutions are helping State and Local Governments and Education (SLED) agencies ensure long-term sustainability, with the potential for reducing cost of ownership.

EMC does not divulge the total number of customers; however, our customers include:

- 86% of the Forbes 2000 Companies
- 90% of the Business Week 50 Companies
- 97% of the S&P Global 100 Companies
- 95% of Fortune 500 Financial Services Companies
- 95% of the Top 25 U.S. Banks
- 98% of the Top 500 ranked of the Forbes 2000 index
- 99% of the Top 200 ranked of the Forbes 2000 index
- 100% of the Top 100 ranked of the Forbes 2000 index
- The World's Top 10 Telecommunications Companies
- The World's Top 10 Pharmaceutical Companies
- Manufacturers
- Healthcare Institutions
- Life Sciences Organizations
- Airlines
- Transportation Companies
- Educational Institutions
- Regional and National Government Agencies

Below is a list of some of our largest public agency customers:

- State of New York
- New York City
- State of Texas
- State of California
- State of Florida
- State of Michigan
- Commonwealth of Massachusetts
- State of North Carolina
- State of South Carolina
- State of Arizona

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

EMC Response: 09-744-7148.

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

EMC Response: The organizational chart of the individuals that would be involved in this contract is as follows:



- *Corporate office location.*

EMC Response: Corporate office location for EMC Corporation is as follows:

EMC Corporation
176 South Street
Hopkinton, MA 01748
508-435-1000

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

EMC Response: A wholly owned subsidiary of Dell, Inc., EMC is part of a family of businesses that provides the essential infrastructure for organizations to build their digital future, transform IT and protect their most important asset, information. The Dell family of businesses includes over 120,000 team members in 180 countries.

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

EMC Response: The names of the individuals that would be involved in the contract and would serve as the key contacts are:

Contracts Manager – Amanda Hudson - (512) 723-6806, amanda.hudson@dell.com

Contracts Program Manager – Tiffany Pabst - (916) 221-0294, Tiffany.pabst@dell.com

Business Development Manager, East - Corky Allen – (636) 751-5656, corky.allen@dell.com

Business Development Manager, Central North - Eric Skomra – eric.skomra@dell.com

Business Development Manager, Central South - Paul Brandenburg – (512) 818-1979, paul.brandenburg@dell.com

Business Development Manager, West - Chuck Lott – (508) 544-5861, chuck.lott@dell.com

- *Define your standard terms of payment.*

EMC Response: Standard Terms of Payment for EMC Corporation are Net 30, from date of invoice.

- *Who is your competition in the marketplace?*

EMC Response: Dell EMC has several competitors in the marketplace. The most notable competitors are:

- Accenture
- Amazon Web Services
- Cisco
- CommVault
- Hewlett Packard Enterprise
- Hitachi
- Huawei
- IBM
- NetApp
- Nutanix
- Pure Storage
- Veeam
- Veritas

• *What differentiates your company from competitors?*

EMC Response: EMC Corporation, which brands itself as Dell EMC, is part of a unique family of businesses that provides the essential infrastructure for organizations to build their digital future, transform IT and protect their most important asset, information. The combination created the #1 market leader with an expansive technology portfolio that solves complex problems for customers in the industry's fast-growing areas of hybrid cloud, software defined data center, converged infrastructure, platform-as-a-service, data analytics, mobility and cybersecurity.

With over 30 years of experience, our value is in offering solutions that map to the government customers, which includes the U.S. Federal government and foreign government (both civilian and defense agencies) and state and local governments, provinces, counties, cities, as well as educational institutions around the world. EMC solutions help customers ensure that information is managed efficiently, effectively, and securely. EMC's understanding of government priorities enables us to work as a strategic partner—delivering value and helping achieve critical objectives for our customers.

Today, our storage solutions are helping State and Local Governments and Education (SLED) agencies ensure long-term sustainability, with the potential for reducing cost of ownership.

• *Describe how your company will market this contract if awarded.*

EMC Response: EMC will market the National Cooperative Purchasing Alliance (NCPA) contract via a series of communications and activities throughout the year, including:

- NCPA will be included in all contracts presentations and marketing material.
- Train EMC Resellers on the contract
- Post information about the NCPA contract onto EMC's Internal NA SLED Marketing Portal for employee reference
- Social media promotion: www.twitter.com/dellemcslg and www.dellemc.com/slq

• *Describe how you intend to introduce NCPA to your company.*

EMC Response: EMC will create a training program for sales representatives, authorized resellers, and inside operations. Training will consist of national training calls, in person training for sales and partners, and one-page contract informational flyers.

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

EMC Response: EMC has limited capabilities for on-line ordering as our products are highly customized for each customer to their specific needs. Sales are most easily facilitated through sales representatives and authorized partners.

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

EMC Response: With the ProSupport Enterprise Suite, you can get the most out of your investment with the support expertise and insights Dell EMC is known for across the globe. The ProSupport Enterprise Suite doesn't just extend your IT team. It enables you to resolve IT questions and problems in less time.

THE PROSUPPORT ENTERPRISE SUITE OFFERS:

- Flexibility to choose support based on criticality of specific systems and the complexity of your environment
- A central point of accountability for all your hardware and software issues
- Broad, deep cross-domain experience that goes beyond a single piece of hardware
- Predictive, automated tools and innovative technology

- Consistent experience regardless of where you're located or what language you speak

IMPROVE PERFORMANCE AND STABILITY WITH DEEP INSIGHT AND INTELLIGENT DATA.

- SupportAssist and Secure Remote Services (ESRS) automated monitoring and predictive* analysis for issue prevention and optimization
- Personalized relationship with a designated Technology Service Manager with deep knowledge of your business and environment
- Six Command Centers to proactively monitor field service events
- Twelve Centers of Excellence and Joint Solution Centers deliver in-house collaboration leveraging our alliances with leading application providers

INCREASE PRODUCTIVITY WITH ALWAYS ACCESSIBLE TAILORED SUPPORT.

- Support offered in 160+ countries and 50+ languages
- 24x7 phone, chat, email and social media support
- Consistent single-source support across hardware and software
- 94% customer satisfaction for Dell EMC Support & Deployment services

For more information about the Dell EMC ProSupport Enterprise Suite, please refer to Tab 10 – Supporting Documentation.

- *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.*

EMC Response: The Dell Environmental Policy is as follows:

At Dell, we believe that we can be most successful as a sustainability-focused company by putting technology and expertise to work where they can do the most good for people and the planet.

Environmental responsibility starts with our operations, becoming more efficient in how we create and deliver technology solutions worldwide. It extends through our supply chain, where we work to ensure consistent, transparent environmental and social stewardship among thousands of companies across the globe. It ultimately provides customers with products that give them the power to do more while consuming less, and with solutions that can create further environmental benefit.

Our commitments:

- We will operate our businesses in a manner that protects the environment, prevents pollution and maintains full compliance with the applicable environmental laws, regulations and other obligations, and we will require the same of our business partners and contractors working on behalf of Dell. When our own requirements are more stringent, we will operate to these higher standards.
- We will strive for continual improvement of our environmental management system to enhance our environmental performance and drive improvements beyond our own operations. In support of this effort, we will establish objectives that reflect environmental risks and opportunities, particularly in the areas of resource consumption, waste and emissions associated with our facilities, services and product lifecycle.
- We will communicate our environmental performance and challenges openly and clearly to our employees and other interested parties.

These commitments apply to all of Dell's global operations and businesses. Supplemental guidelines, requirements, policies and statements will be published as needed to address specific environmental issues and activities.

- *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.*

EMC Response: EMC Corporation's Federal ID No. is 04-2680009. EMC Corporation is licensed to conduct business in all 50 states. We can provide all current licenses, registrations, certifications and any other applicable documentation upon request. EMC Corporation is not classified as a small, women, or minority owned business. EMC Corporation 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).

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) Data Storage, Cloud, Converged and Data Protection categories. List all categories along with manufacturer that you are responding with:
 - *Data Storage*
 - All-Flash & Hybrid Storage
 - NAS & Object Storage
 - Software-defined Storage
 - *Servers*
 - Rack Servers
 - Modular Infrastructure
 - Tower Servers
 - Systems Management Software
 - Ready Nodes
 - Data Center Infrastructure
 - *Cloud Marketplace*
 - Hybrid Cloud Platforms
 - Cloud-Enabled Infrastructure
 - Cloud Consumption
 - Cloud Consulting and Technology Services
 - *Converged Infrastructure*
 - Converged Systems
 - Hyper-converged Infrastructure
 - *Data Protection*
 - Data Backup and Protection Storage
 - Data Backup and Protection Software
 - Integrated Appliances
 - *Networking*
 - Ethernet Switches
 - Wireless Networking
 - Access Platforms
 - System Software

EMC Response: EMC Corporation is responding as the manufacturer for the following categories:

- Data Storage
 - All-Flash & Hybrid Storage
 - NAS & Object Storage
 - Software-defined Storage
- Servers
 - Rack Servers
 - Modular Infrastructure
 - Tower Servers
 - Systems Management Software
 - Ready Nodes

- Data Center Infrastructure
- Cloud Marketplace
 - Hybrid Cloud Platforms
 - Cloud-Enabled Infrastructure
 - Cloud Consumption
 - Cloud Consulting and Technology Services
- Converged Infrastructure
 - Converged Systems
 - Hyper-converged Infrastructure
- Data Protection
 - Data Backup and Protection Storage
 - Data Backup and Protection Software
 - Integrated Appliances
- Networking
 - Ethernet Switches
 - Wireless Networking
 - Access Platforms
 - System Software

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.*

EMC Response: At this time EMC is proposing a full catalog response and therefore has no other products/services to offer.

TAB 9 – REQUIRED DOCUMENTS

Clean Air and Water Act / Debarment Notice

A signed copy of the Clean Air and Water Act / Debarment Notice can be found following this page.

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>EMC Corporation</u>
Print Name	<u>Amanda Hudson</u>
Address	<u>3017 Douglas Blvd. Suite 300</u>
City, State, Zip	<u>Roseville, CA 95661</u>
Authorized signature	<u><i>Amanda Eliz. Hudson</i></u>
Date	<u></u>

Contractors Requirements

A signed copy of the Contractors Requirements can be found following this page.

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 statues of the states it is will operate this contract in.

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Amanda Eliz. Hudson

Date

Antitrust Certification Statements

A signed copy of the Antitrust Certification Statements can be found following this page.

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	EMC Corporation
Address	3017 Douglas Blvd. Suite 300
City/State/Zip	Roseville, CA 95661
Telephone No.	(512) 723-6806
Fax No.	N/A
Email address	Amanda.Hudson@dell.com
Printed name	Amanda Hudson
Position with company	Contracts Manager
Authorized signature	<i>Amanda Eliz. Hudson</i>

TAB 10 – SUPPORTING DOCUMENTS

Warranty Statement

The Warranty Statement can be found following this page.

EMC Corporation

Warranty Statement for Dell EMC

WARRANTY

A. Equipment and Software Media. EMC warrants that (i) Equipment, and Equipment upgrades installed into Equipment, when purchased from EMC and operated with normal usage and regular recommended service; and (ii) the physical media, if any, on which software is provided by EMC, shall be free from material defects in materials and workmanship, and perform substantially in accordance with Documentation provided for Equipment or the physical media until the expiration of the warranty period. Unless otherwise noted on the Product Notice or EMC quote, the warranty coverage for the microcode, firmware or operating system software that enables Equipment to perform as described in its Documentation shall be no less than that which applies to such Equipment. To the extent specified in the Product Notice (as defined in Section J below), Support Services in the form of the Support Option noted on the Product Notice are included free of charge during the Equipment warranty period. EMC reserves the right to charge for Support Services performed outside the time frames of the applicable Support Option as a Time and Materials Service. In some cases, a Support Option upgrade during the Equipment warranty period may also be available by separate purchase.

B. Equipment and Software Media Warranty Duration. Unless otherwise stated on the EMC quote, the warranty period from EMC for Products shall be as set forth at the Product Notice. Equipment warranty commences upon Delivery. Equipment upgrades are warranted in the same manner as the Equipment in which the upgrades are installed from Delivery of the upgrade until the end of the warranty period for the Equipment into which the upgrades are installed. The warranty for physical media for Software provided by EMC, if any, is ninety (90) days and commences upon Delivery. Support Services (including Support Option upgrades, if applicable) for Equipment are provided during the warranty period. Renewals of Equipment related Support Services shall commence and expire in accordance with the dates on the applicable EMC quote. Support Services for hardware upgrades installed into Equipment are coterminous with the Support Services that are then in effect for the Equipment into which such upgrades are installed.

C. Equipment and Software Media Warranty Remedies. EMC's entire liability and Customer's exclusive remedies under the Equipment and physical media for Software warranties described in this Section shall be for EMC, at its option, to remedy the non-compliance or to replace the affected Product, and if EMC is unable to effect such within a reasonable time, then EMC shall refund the amount paid by Customer for the affected Product as depreciated on a straight-line basis over a five (5) year period, upon return of such Product to EMC. All replaced Products or portions thereof shall be returned to and become the property of EMC. If such replacement is not so returned, Customer shall pay EMC's then current spare parts price therefore. EMC shall have no liability hereunder after expiration of the applicable warranty period.

D. Software Warranty, Duration and Remedy. EMC warrants to Customer that the Software will, for a period of ninety (90) days following Delivery or notice of availability for electronic download ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Software: (i) has been properly installed and used at all times in accordance with the applicable Documentation; and (ii) has not been modified or added to by persons other than EMC or its authorized representative. EMC will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, either replace that Software or correct any reproducible error in that Software reported to EMC by Customer in writing during the Warranty Period. If EMC determines that it is unable to correct the error or replace the Software, EMC will refund to Customer the amount paid by Customer for that Software, in which case the license for that Software will terminate. The foregoing warranty is predicated on EMC's license terms which are provided with the Product in the form of a shrink-wrap or click-wrap agreement. Software related Support Services that are ordered at the same time as the license for such Software shall commence on the date of shipment of the physical media or electronic availability of the Software and continue for the period specified on the EMC quote. Renewals of Software related Support Services shall commence and expire in accordance with the dates on the applicable EMC quote.

E. Professional Services Warranty and Remedy. EMC shall perform Professional Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the performance of the applicable portion of Professional Services. EMC's entire liability and Customer's sole remedy for EMC's failure to so perform shall be for EMC to, at its option, (i) correct such failure; and/or (ii) terminate the applicable

SOW and refund that portion of any fees received that correspond to such failure to perform. The foregoing warranty is predicated on EMC's reservation of all intellectual property rights in the Professional Services that it has not expressly granted to Customer pursuant to a statement of work, and any work product associated with the Professional Services shall not be a "work made for hire" under applicable law.

F. Support Services Warranty and Remedy. EMC shall perform the labor portion of Support Services in a workmanlike manner in accordance with generally accepted industry standards. Customer shall notify EMC of any failure to so perform as soon as reasonably possible, and in no event more than ten (10) days after the date on which such failure first occurs. A replacement part receives the remainder of the warranty or Support Services coverage applicable to the Product containing the replacement part. Customer's exclusive remedy and EMC's entire liability under the foregoing warranties for Support Services shall be for EMC to, at its option, (i) use reasonable efforts to (a) re-perform the deficient labor services within a reasonable time, or (b) replace any replacement parts which become defective during the remainder of the warranty or Support Services coverage applicable to the Product containing the replacement part, or sixty (60) days after installation thereof, whichever occurs later; and (ii) if, after reasonable efforts, EMC is not able correct such deficiencies, then Customer has the right to terminate for breach. If Customer terminates for EMC's breach, Customer's sole and exclusive remedy and EMC's sole and exclusive obligation shall be to either issue a credit for use against current or future purchases of Products or Support Services or grant a refund (as selected by Customer) for that portion of any pre-paid Support Service fee that corresponds to the period between the effective date of the termination for breach and the end of the then current Support Services period. If Customer wishes to re-instate Support Services for a Product that is not then currently covered thereby, such re-instatement shall be subject to a certification at EMC's then current Time and Materials Service rates and conditions. Once so certified, Support Services shall commence upon payment to EMC of (i) the charge for the above described Time and Materials Service; (ii) the amount EMC would have normally charged had Support Services been in effect during the period of the lapse or discontinuation; and (iii) the charge for the next twelve (12) months of the newly commenced Support Services.

G. Exclusions. Warranty does not cover problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond EMC's control; (iii) installation, operation or use not in accordance with EMC's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than EMC or its authorized representatives; or (vi) in case of Equipment only, causes not attributable to normal wear and tear. EMC has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without EMC's consent or whose original identification marks have been altered or removed. Except to the extent that Support Services are independent of the Equipment's location, EMC will have no obligation to provide Support Services with respect to Equipment that is outside the EMC Service Area. Support Services are subject to EMC's then-current "End-of-Service-Life" policy for the respective Product. Support Services do not apply to any Software other than the current and the immediately prior Software Release. EMC shall have no obligation to provide Support Services for Software problems that cannot be reproduced at EMC's facility or via remote access to Customer's facility. Support Services do not include the supply of Equipment upgrades, if any, needed to utilize new features or functionality in a Software Release.

H. Disclaimer of Warranty. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, EMC (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. EMC AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

I. Warranty Dependencies. The foregoing warranties are predicated upon the following Support Services requirements:

(i) **Change of Equipment Location or Configuration.** Customer may change the Installation Site or configuration of a Product under Support Services by EMC only after written notice to EMC. If the new location is in a different country, such move is subject to EMC's prior written approval. Customer shall promptly notify EMC of any changes to the configuration, or movement of Equipment by anyone other than EMC. EMC reserves the right to inspect and evaluate the changes in configuration or location of affected Equipment at EMC's then current Time and Materials Service terms, conditions and rates. Additional charges, if any, related to changes in configuration or location of Equipment shall apply from the date the change took place.

(ii) **Data Security.** Customer is fully responsible for the permanent erasure, of all information, including without limitation all personally identifiable and other protected information placed on, and by use of a method that does not cause damage to, any replaced parts or any other items that Customer provides to EMC for repair, trade-in, or disposal, before such items are returned

to EMC, and for all costs associated with such erasure (descriptions and charges associated with EMC's then currently offered data erasure services are available on request). EMC is not responsible for any information contained on such items notwithstanding anything to the contrary herein.

J. Product Notice. References herein to the "Product Notice" shall mean the Product and Services related information posted at the applicable EMC website at the time of the EMC quote, currently located at http://www.emc.com/products/warranty_maintenance/index.jsp. The Product Notice informs Customer of product-specific use rights and restrictions, unit of measure (if any), warranty periods, warranty upgrades and maintenance (support) terms. The terms of the Product Notice shall be deemed to be incorporated into and made a part of the EMC quote and related Customer purchase order. Each Product Notice is dated and is archived when it is superseded by a newer version. EMC shall not change any Product Notice retroactively with regard to any Products listed on an EMC quote issued prior to the date of the applicable Product Notice. Upon request, EMC shall, without undue delay provide a copy of the applicable Product Notice and/or attach it to the relevant EMC quote. For informational purposes, excerpts of the Product Notice have been included on the following pages.



EMC LIMITED WARRANTY

The following chart lists the service features of Limited Warranty provided under EMC's standard warranty and/or maintenance terms.

Limited Warranty is available for EMC® Equipment which is identified on [the EMC Product Warranty and Maintenance Table](#) as including Limited Warranty during the applicable warranty period.

SERVICE FEATURE	DESCRIPTION	LIMITED SUPPORT—COVERAGE DETAILS
GLOBAL TECHNICAL SUPPORT	<p>Customer may contact EMC by telephone or web interface on a 24X7 basis to report an Equipment or Software problem and provide input for initial assessment of Severity Level*.</p> <p>EMC provides (i) a response by remote means based on the Severity Level of the problem; or, (ii) when deemed necessary by EMC Onsite Response as described below.</p>	<p>Included for Equipment only.</p> <p>Initial response objective, based upon Severity Level, within the following time period after receipt of Customer contact:</p> <p>Severity Level 1: Two local business hours; on a 9x5 basis</p> <p>Severity Level 2: Four local business hours; on a 9x5 basis</p> <p>Severity Level 3: Eight local business hours; on a 9x5 basis</p> <p>Severity Level 4: 12 local business hours; on a 9x5 basis</p>
ONSITE RESPONSE	<p>EMC sends authorized personnel to installation site to work on the problem after EMC has isolated the problem and deemed Onsite Response necessary.</p>	<p>Not included.</p> <p>Available for purchase under EMC's then-current, standard time and materials terms, conditions, and pricing.</p>
REPLACEMENT PARTS DELIVERY	<p>EMC provides replacement parts when deemed necessary by EMC.</p>	<p>Included.</p> <p>Replacement parts will be shipped to Customer for next local business day delivery of replacement parts.</p> <p>Local country shipment cut-off times may impact the same day/next local business day delivery of replacement parts.</p> <p>Installation of all replacement parts is the responsibility of the Customer.</p> <p>Customer is responsible for returning all replaced parts to a facility designated by EMC.</p>
RIGHTS TO NEW RELEASES OF SOFTWARE	<p>EMC provides the rights to new Software Releases as made generally available by EMC</p>	<p>Not included.</p>

INSTALLATION OF SOFTWARE RELEASES	EMC will perform the installation of new Software Releases.	Not included. Customer will perform the installation of new Software Releases (including, Software that is not classified by EMC as Equipment operating environment Software as well as Software which EMC determines is Equipment operating environment Software).
24X7 REMOTE MONITORING AND REPAIR	Certain EMC products will automatically and independently contact EMC to provide input to assist EMC in problem determination. EMC will remotely access products if necessary for additional diagnostics and to provide remote support.	Not included.
24X7 ACCESS TO ONLINE SUPPORT TOOLS	Customers who have properly registered have access on a 24x7 basis to EMC's web-based knowledge and self-help customer support tools via the EMC Online Support site.	Included.

*Severity Levels:

- **Severity 1—Critical:** a severe problem preventing customer or workgroup from performing critical business functions.
- **Severity 2—High:** the customer or workgroup able to perform job function, but performance of job function degraded or severely limited.
- **Severity 3—Medium:** the customer or workgroup performance of job function is largely unaffected.
- **Severity 4—Request:** minimal system impact; includes feature requests and other non-critical questions.

The warranty periods and support options (“EMC Support Information”) on this website apply (i) only between EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with EMC (the “EMC Customer”); and (ii) only to those products or support options ordered by the EMC Customer at the time that the EMC Support Information is current. EMC may change the EMC Support Information at any time. The EMC Customer will be notified of any change in the EMC Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between EMC and the EMC Customer, but any such change shall not apply to products or support options ordered by the EMC Customer prior to the date of such change.

EMC will have no obligation to provide Support Services with respect to Equipment that is outside the EMC Service Area. “EMC Service Area” means a location that is within (i) a one hundred (100) drivable miles radius of an EMC service location; and (ii) the same country as the EMC service location, unless otherwise defined in your governing agreement with EMC, in which case the definition in the governing agreement prevails.

Products or services obtained from any EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the EMC Support Information on this website. The

reseller may make arrangements with EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local EMC sales representative for additional information on EMC's performance of warranty and maintenance services on Products obtained from a reseller.

CONTACT US

To learn more, contact your local representative or authorized reseller.



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EMC Corporation believes the information in this document is accurate as of its publication date. The information is subject to change without notice.

Rev. June 16, 2017

DELL EMC PRODUCT WARRANTY AND MAINTENANCE TABLE

The table below sets forth DELL EMC¹ product-specific warranty and maintenance terms and information. Each product identified as equipment also includes its related operating system, operating environment or microcode (also defined in many contracts as “Core Software”), if any, unless the table indicates that such operating system is licensed as a separate product. Any Dell EMC software that is licensed as a separate product and is not specifically identified on this table is governed by the terms stated in the row entitled “software.”

Dell EMC recommends that you locate products on the following table by simultaneously pressing the “Control” key and the letter “F” key to activate the “Find” feature, and then typing in the name of the applicable product.

Additional information about available Support Options as well as other important information can be found by clicking the link found [here](#).

Notice: In accordance with widely used business practices in the IT industry and in support of Dell EMC’s worldwide sustainability and recycling initiatives, Equipment may contain components that are (i) previously unused; or (ii) re-manufactured to contain the most current updates, meet all relevant test specifications and be functionally equivalent to previously unused components. Spare, upgrade and/or replacement components may be re-manufactured. Dell EMC warranty terms apply equally to all components. For information on Dell EMC’s recycling and sustainability efforts please [click here](#).

¹ “Dell EMC”, as used in this document, means the applicable Dell sales entity (“Dell”) specified on your Dell Quote and the applicable EMC sales entity (“EMC” or “Dell EMC”) specified on your EMC Quote. The use of “Dell EMC” in this document does not indicate a change to the legal name of the Dell or EMC entity with whom you have dealt.

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
AlphaStor Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
ApplicationXtender Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
AppSync	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
Atmos Equipment	3 years; ProSupport	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
Atmos Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ ProSupport Plus, ProSupport Mission Critical, ProSupport	None
Autograph Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Automated Failover Manager (AFM) Software	90 days; defective media replacement Support during warranty available with purchase of a RecoverPoint or MirrorView maintenance support option.	Premium	None The AFM is included with RecoverPoint or MirrorView software only
AutoStart Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
AutoSwap Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
AVALONidm Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
Avamar Data Store	2 years; ProSupport	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Power supply, disk drives
Avamar Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
Backup Manager for SharePoint Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Blade Logic Brand Software	No longer available for sale; maintenance only	Premium, Enhanced	None
Captiva Family Software (Except Pixtools and QuickScanPro products)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Celerra NS-120 and NS-480 Equipment	3 years; Enhanced	Premium, Enhanced	Power/cooling module (in processor enclosures), blade, management I/O module (in Storage Processor enclosure), SFP, standby power supply, and disk
Celerra NS20 Equipment	3 years; Enhanced	Premium, Enhanced	Power/cooling module (in processor enclosures), SFP module, disk
Celerra NS-960 and NS-G8 Equipment	3 years; Enhanced	Premium, Enhanced	SFP, X-Blade enclosure power supply, X-Blade enclosure fan, Storage Processor enclosure power supply, Storage Processor enclosure fan, and disk
Celerra NS-G2 Equipment	3 years; Enhanced	Premium, Enhanced	Power/cooling Module (in Processor Enclosures), fan blade, SFP, and disk
Celerra NX4 equipment	3 years; Enhanced	Premium, Enhanced	Power/cooling module (in processor enclosures, and in disk array enclosures), blade, Storage Processor (SP), SP DIMM memory, SP I/O module, SFP, standby Power supply, link control card, and disk
Celerra NX4 Core software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	Not Applicable
Celerra VG2 and VG8 Equipment	3 years; Enhanced	Premium, Enhanced	Power/Cooling Module, SFP, UltraFlex I/O Module, Management Module
Centera Family Equipment	2 years, Enhanced	Premium, Enhanced	With Enhanced support option, Customer is responsible for resetting of modems and nodes
Centera Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
CLARiiON AX4 series equipment	3 years; Enhanced	Premium, Enhanced	All AX4-5 replacement parts are CRUs except for the chassis/midplane; Installation of AX4 Core software and system-based software releases
CLARiiON AX4 software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced,	Not Applicable
CLARiiON CX4-series Equipment	No longer available for sale; maintenance only	Premium, Enhanced	Power supply, cooling units, small form factor pluggable transceivers, disk drives per approval of Disk Replacement Utility (DRU) tool, DAE power supply, LCC; Installation of CX4-Series Core software and system-based software releases
CloudArray Software (Appliance and Virtual Edition)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
CloudArray Appliance Equipment	1 year; Limited	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	Disk Drives, Power Supply
CloudBoost Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced	None

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
CloudBoost Equipment	1 year (equipment only); Limited	Enhanced ¹ , ProSupport	Power Supply, disk drives, ES30, external fans, bezels, cables and rails
CloudLink Secure VM	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Cloud Tiering Appliance (CTA) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Cloud Tiering Appliance – Virtual Edition (CTA/VE) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Cloud Tiering Appliance (CTA) Equipment	1 year; Enhanced	Premium, Enhanced	Disk Drives, Power Supply
Connectrix Family of Directors	3 years; ProSupport	Enhanced ¹ , Premium ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Power supplies, fans, optics, cables
Connectrix Family of Switches (except Connectrix devices listed below)	3 years; ProSupport	Enhanced ¹ , Premium ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Power supplies, fans, SFP, cables and the complete switch when applicable
Connectrix Manager Software including CMDCE, CMCNE, Cisco Fabric Manager and Data Center Network Manager	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Connectrix MP-7800B, MP-7840B	3 years; ProSupport Mission Critical	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	Power supplies, fans, SFP and cables
CopyPoint Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Data Domain Cloud Disaster Recovery	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced ¹ , Premium ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
Data Domain Software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium** ¹ , Enhanced** ¹ , ProSupport Plus** ¹ , ProSupport Mission Critical** ¹ , ProSupport**	None
Data Domain System	1 year hardware only; Limited Software (DDOS) 90 day; defective media replacement Support for DDOS during warranty available with purchase of a maintenance support option	Premium** ¹ , Enhanced** ¹ , ProSupport Plus** ¹ , ProSupport Mission Critical** ¹ , ProSupport**	Power supply, disk drives, SAS controller on ES20, external fans, bezels, cables and rails
Data Protection Advisor	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
DatabaseXtender Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Dell EMC Cloud for Microsoft Azure Stack Scale Unit Equipment	1 year; Limited	ProSupport Mission Critical, ProSupport	None
Dell EMC Cloud for Microsoft Azure Stack Platform Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Mission Critical, ProSupport	None
Disk Library DL1500, DL3000, and 3D 4000 Family Equipment	3 years; Enhanced	Premium, Enhanced	None
Disk Library Family Equipment (except for DL1500, DL3000, and 3D 4000)	2 years; Premium	Premium	None

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
Disk Library for Mainframe, DLm8000/6000/2000/1000, DLm8100 w/VMAX, DLm8100 w/VNX/DD, DLm2100 w/DD, DLm2100 w/VNX	2 years; ProSupport Mission Critical for DLm8100 w/VMAX, DLm8100 w/VNX/DD, DLm2100 w/DD, DLm2100 w/VNX 2 years; Premium for DLm8000/6000/2000/1000	Premium for DLm8000/6000/2000/1000 Premium ¹ , ProSupport Plus ProSupport Mission Critical for DLm8100 w/VMAX, DLm8100 w/VNX/DD, DLm2100 w/DD, DLm2100 w/VNX	None
DiskXtender Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Documentum Family Software (except ApplicationXtender)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
DSSD D5	1 year; Limited	Premium	None
ECS Appliance Equipment	Equipment: 1 year; Limited	Premium** ¹ , Enhanced** ¹ , ProSupport Plus** ¹ , ProSupport Mission Critical** ¹ , ProSupport** ¹	None
ECS Appliance Software	90 days; defective media replacement. Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
Enterprise Hybrid Cloud Platform Software for VxRail	90 days; defective media replacement. Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Mission Critical	None
eRoom Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
File Management Appliance Equipment	1 year; Enhanced	Premium, Enhanced	Disk drives, power supplies
File Management Appliance Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
Geographically Dispersed Disaster Restart Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Greenplum Data Computing Appliance (DCA)	1 year hardware only; Limited	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Greenplum Data Integration Accelerator (DIA)	1 Year hardware only; Limited 90 days for software in the DIA; defective media replacement Support for software during warranty available with the purchase of a maintenance support option	Premium (covers both hardware and software portion of the DIA)	None
Greenplum DCA OE (operating environment Software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical,	None
Greenplum Family Standalone Production Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
HomeBase Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced	None
InfoMover	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Integrated Data Protection Appliance	1 year hardware only; Limited	ProSupport Plus, ProSupport Mission Critical**	None
Integrated Data Protection Appliance Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus, ProSupport Mission Critical**	None

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
Ionix ControlCenter Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Mission Critical ProSupport Plus	None
Ionix Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Basic, ProSupport Mission Critical ProSupport Plus	None
Ionix for IT Operations Intelligence (formerly Smarts)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Basic, ProSupport Mission Critical, ProSupport Plus	None
Ionix Network Configuration Manager (formerly Voyence)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Basic, ProSupport Mission Critical, ProSupport Plus	None
Isilon Family Equipment	1 year hardware only; Limited	Premium** ¹ , Enhanced** ¹ , ProSupport Plus**, ProSupport Mission Critical**, ProSupport**	Power supplies, power cables, NVRAM batteries (only Gen4 or lower), Hard Disks, Rail kits, IB switches, IB cables, faceplates
Isilon Family Software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium** ¹ , Enhanced** ¹ , ProSupport Plus**, ProSupport Mission Critical**, ProSupport**	None
IT Compliance Analyzer Application Edition Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Basic, ProSupport Plus**, ProSupport Mission Critical**	None
IT Performance Reporter Network Edition Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Basic, ProSupport Plus**, ProSupport Mission Critical**	None
IT Process Centre Request Management Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Basic, ProSupport Plus**, ProSupport Mission Critical**	None
Mainframe Disk Library (MDL) Equipment	1 year; Basic	Premium, Enhanced, Basic	Disk drives, power supplies
Mainframe Disk Library (MDL) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	None
MirrorView Software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Native Hybrid Cloud (NHC) Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Navisphere Family Software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
NetWorker Family Software (except for NetWorker Fast Start)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
Open Migrator/LM Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Open Replicator For Symmetrix Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
PowerExchange PWX Connector to Greenplum	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
PowerMax Equipment	1 year hardware only; Limited	ProSupport Plus, ProSupport Mission Critical	None
PowerMax Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	ProSupport Plus, ProSupport Mission Critical	None
PowerPath Family Software	90 days; defective media replacement	Premium ¹ , ProSupport Plus,	None

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
	Support during warranty available with purchase of a maintenance support option	ProSupport Mission Critical	
ProSphere Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None
ProtectPoint Software	90 day; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Rainfinity Appliance Equipment	1 year; Enhanced	Premium (applies only to qualifying models specified by EMC in the maintenance quote), Enhanced	Disk drives and power supply
Rainfinity Appliance Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium (applies only to qualifying models specified by EMC in the maintenance quote), Enhanced	None
Real Time Intelligence (RTI)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ ProSupport Mission Critical	None
RecoverPoint Equipment	3 years; ProSupport Mission Critical	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	Drives and power supply for Gen 6 servers only.
RecoverPoint Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
RecoverPoint for Virtual Machines	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced ¹ ; Premium ¹ , ProSupport Plus, ProSupport Mission Critical ProSupport	None
Replication Manager Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
RepliStor Software	No longer available for sale; maintenance only	Premium, Enhanced	None
SAN Copy Software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
ScaleIO Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , Basic, ProSupport Plus, ProSupport Mission Critical, ProSupport	None
ScaleIO Ready Node	1 year, hardware only; Limited	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical	None
SnapView Software (excluding AX4)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Software (all other EMC Software products not listed separately in this table)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Basic	None
SourceOne eDiscovery Equipment	1 year; ProSupport	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Power supply, disk drives
SourceOne eDiscovery Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
SourceOne Family Software (excluding SourceOne eDiscovery)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
SRDF Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Storage Analytics Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
Storage Resource Management Suite	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Symmetrix DMX Enginuity (operating environment software)	3 years; Premium	Premium	None
Symmetrix DMX Family Equipment (excluding Symmetrix VMAX)	3 years; Premium	Premium	None
Symmetrix Management Console Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Symmetrix Manager Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None
Symmetrix Optimizer Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Symmetrix VMAX, VMAXe, VMAX 10K/20K/40K Enginuity (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Symmetrix VMAX, VMAXe, VMAX 10K/20K/40K Family Equipment	3 years; ProSupport Mission Critical	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	Disk drives
Symmetrix VMAX3 100K/200K/400K Family Equipment	3 years; ProSupport Mission Critical	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Symmetrix VMAX3 100K/200K/400K HyperMax OS (operating environment software)	3 years; ProSupport Mission Critical	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Telestream Flip Factory Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	None
TimeFinder Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
Dell EMC Unity All Flash Family Equipment Dell EMC Unity 300F Dell EMC Unity 350F Dell EMC Unity 400F Dell EMC Unity 450F Dell EMC Unity 500F Dell EMC Unity 550F Dell EMC Unity 600F Dell EMC Unity 650F	1 year, hardware only; Limited Software (Dell EMC Unity OE) – see below	Premium** ¹ , Enhanced** ¹ , ProSupport Plus**, ProSupport Mission Critical**, ProSupport**	Drives, power supply, I/O card, storage processor, cables, memory, link control card, SSD, fan, SFP
Dell EMC Unity Hybrid Family Equipment Dell EMC Unity 300 Dell EMC Unity 400 Dell EMC Unity 500 Dell EMC Unity 600	1 year, hardware only; Limited Software (Dell EMC Unity OE) – see below	Premium** ¹ , Enhanced** ¹ , ProSupport Plus**, ProSupport Mission Critical**, ProSupport**	Drives, power supply, I/O card, storage processor, cables, memory, link control card, SSD, fan, SFP

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
Dell EMC UnityVSA Professional Edition	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced ¹ , ProSupport	None
Dell EMC Unity OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium** ¹ , Enhanced** ¹ , ProSupport Plus***, ProSupport Mission Critical**, ProSupport**	None
Dell EMC Unity optional software products	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
VFCache	3 years; Enhanced	Premium, Enhanced	VFCache PCIe card
ViPR	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
ViPR SRM	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
VMAX All Flash Family Equipment VMAX 250F, FX; VMAX 450F, FX; VMAX 850F, FX; VMAX 950F, FX	1 year; Limited	Premium** ¹ , ProSupport Mission Critical**, ProSupport Plus**	None
VMAX 10K File	3 years, Premium	Premium	Disk drives
VMAX NAS Gateway with VNX VG10 or VNX VG50 Data Movers	3 years, Enhanced	Premium, Enhanced	Power supply, UltraFlex I/O module, SFP, management module
VNX CA	3 years, ProSupport	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Disks, power supply, fan assembly, SFP, link control card, UltraFlex I/O module, management module
VNX F	1 year, hardware only; Limited Software (VNX OE) – see below	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Disks, power supply, fan assembly, SFP, link control card, UltraFlex I/O module, management module
VNX OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
VNX optional Software products	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	None
VNX VG2 VNX VG8 VNX VG10 VNX VG50	3 years, Enhanced	Premium, Enhanced	Power supply, UltraFlex I/O module, SFP, management module
VNX5100	3 years, ProSupport	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Disks, power supply, standby power supply, SFP, link control card
VNX5150	3 years, Basic	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Disks, power supply, standby power supply, SFP, link control card
VNX5200 VNX5400 VNX5600 VNX5800 VNX7600 VNX8000	3 years, ProSupport	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Drive, power supply, fan assembly, SFP transceiver, link control card, UltraFlex I/O module, management module

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
VNX5300 VNX5500 VNX5700 VNX7500	3 years, ProSupport	Premium ¹ , Enhanced ¹ , ProSupport Plus, ProSupport Mission Critical, ProSupport	Disks, power supply, standby power supply, SFP, link control card, UltraFlex I/O module, management module
VNXe OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Mission Critical, ProSupport (VNXe3300) Premium ¹ , Enhanced ¹ , Basic, ProSupport Mission Critical, ProSupport (VNXe3100, VNXe 3150 and VNXe3200)	None
VNXe optional Software products	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , Enhanced ¹ , ProSupport Mission Critical, ProSupport (VNXe3300) Premium ¹ , Enhanced ¹ , Basic, ProSupport Mission Critical, ProSupport (VNXe3100, VNXe 3150 and VNXe3200)	None
VNXe1600, VNXe3100, VNXe3150 and VNXe3200	3 years, Basic	Premium ¹ , Enhanced ¹ , Basic, ProSupport Mission Critical, ProSupport	Disk, power supplies (DAE and DPE), I/O card, storage processor, AC/Fibre cables, memory, link control cards (LCC), and SSD
VNXe3300	3 years, ProSupport	Premium ¹ , Enhanced ¹ , ProSupport Mission Critical, ProSupport	Disk, power supplies (DAE and DPE), I/O card, storage processor, AC/Fibre cables, memory, link control cards (LCC), and SSD
VNX-VSS OE (operating environment software for VNX-VSS)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Enhanced ¹ , Basic, ProSupport	None
VNX-VSS100	1 year, Limited	Enhanced ¹ , Basic, ProSupport	Disks, power supply, standby power supply, SFP, link control card, UltraFlex I/O module
VPLEX All Flash Family Equipment	3 years, hardware only; Limited Software (VPLEX OE) – see below	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
VPLEX Family Equipment	3 years, hardware only; ProSupport Mission Critical Software (VPLEX OE) – see below	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
VPLEX OE (operating environment software)	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus, ProSupport Mission Critical	None
VSPEX BLUE	1 year, hardware only; Limited	Premium, Enhanced, Basic	Power supply
VxRack Node	1 year; Limited	Premium ¹ , Enhanced ¹ , ProSupport Mission Critical, ProSupport	None
VxRack SDDC	1 year; Limited	ProSupport Plus ProSupport Mission Critical,	None
VxRail	1 year, hardware only; Limited	Premium ¹ , Enhanced ¹ , ProSupport Plus ProSupport Mission Critical, ProSupport	Power supply, capacity HDD, capacity SSD, cache SSD, cooling fan module, system memory, NICs, GPU, single SD card, integrated storage controller card (HBA330), system battery, cooling shroud, control panel assembly
Watch4Net	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Basic	None
Woodwing Smart Connection Enterprise Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	None
xPpression Family Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
XtremIO Equipment	1 year; Limited	Premium** 1, ProSupport Plus**, ProSupport Mission Critical**	None

Product	Standard Warranty	Available Support Options	Designated Customer- Replaceable Units (CRUs)*
XtremIO SW Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium ¹ , ProSupport Plus**, ProSupport Mission Critical**	None
XtremSF	3 years or maximum endurance reached, whichever occurs first; Basic. Replacement of server flash PCIE cards that have reached their maximum endurance is not included. Contact EMC or an authorized EMC partner to purchase a replacement when maximum endurance has been reached. Refer to the XtremSF user guide for additional information regarding maximum endurance.	Premium, Enhanced, Basic	XtremSF PCIE card
XtremSW Cache	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced, Basic	None
XtremSW Suite	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium, Enhanced	None
z/OS Storage Manager Software	90 days; defective media replacement Support during warranty available with purchase of a maintenance support option	Premium	None

*** Customer Replaceable Units (CRUs):**

CRUs are specific assemblies, components, or individual parts of designated EMC equipment that the Customer is authorized by Dell EMC to self-replace. In the event of a failure or technical issue, the Customer may remove and replace a CRU by using Dell EMC-provided diagnostic tools and/or documentation. Assemblies or components not designated as CRUs must be serviced and/or replaced by Dell EMC or a Dell EMC authorized service partner.

** Additional service features are included as part of a purchase of a renewal of an Enhanced, Premium, ProSupport, ProSupport Mission Critical and ProSupport Plus Support Option maintenance contract after May 31, 2018 for this Product; provided, that Customer has activated and maintains the currently supported version(s) of ESRS software during the applicable renewal term. These additional service features are specified in the applicable Support Option Service Description that can be found by clicking the link found [here](#).

¹ Enhanced and/or Premium Support Option, as applicable, is only available as part of a purchase of a renewal of an existing Enhanced and/or Premium Support Option maintenance contract.

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Rev. May 1, 2018

EMC Corporation
Returned Goods Statement for Dell EMC

RETURNED GOODS POLICY

EMC strives to make sure the customer requirements are thoroughly understood prior to order execution. Should a Product be defective or damaged, the policy and procedures in EMC's Warranty Statement will govern.

Dell EMC ProSupport-Enterprise Suite Brochure

The Dell EMC ProSupport Enterprise Suite Brochure can be found following this page.

A man in a blue plaid shirt is looking at a row of server racks in a data center. The racks are black with perforated doors and have several green indicator lights glowing. The background shows more server racks and a ceiling with cables.

ProSupport Enterprise Suite

Support that accelerates
your IT transformation

DELLEMC

Comprehensive support for complex environments

The enterprise landscape is changing rapidly, and the pressure to introduce new technologies into your organization while efficiently maintaining existing servers, storage and networking has never been greater. Big Data, virtualization, application modernization, modular infrastructure and cloud computing can result in substantial benefits, but they require an even higher level of expertise. A complex environment means complex processes — and more potential problems. The more you depend on technology, the more important it is to have the right support.

To find time to focus on your business objectives and stay competitive, you need to manage:

- Maintenance costs
- Workload availability
- Multiple hardware and software vendors
- Automated proactive and predictive technologies

Today's complex environments require true enterprise-class support.



Proactive insights from Dell EMC

You're looking for efficiency. Most IT departments spend 80% of their time on routine maintenance and support instead of innovation — a fact that hasn't changed in years.¹ With the right support solution, Dell EMC can help shift more of your focus to where it should be — on your business.

When you're working with multiple vendors to keep your servers, storage and networking up and running, things get difficult very quickly.

With the ProSupport Enterprise Suite, you can get the most out of your investment with the support expertise and insights Dell EMC is known for across the globe. The ProSupport Enterprise Suite doesn't just extend your IT team. It enables you to resolve IT questions and problems in less time.

The ProSupport Enterprise Suite offers:

- Flexibility to choose support based on criticality of specific systems and the complexity of your environment
- A central point of accountability for all your hardware and software issues
- Broad, deep cross-domain experience that goes beyond a single piece of hardware
- Predictive, automated tools and innovative technology
- Consistent experience regardless of where you're located or what language you speak²

“Dell proactively monitors our network and our devices, and they give us a much better response time compared to other providers, thanks to Dell ProSupport.”

— Biju Samuel,
Director of IT,
Cardlytics, United States


Experts.


Insights.


Ease.

¹Source: IDC Converged and Integrated Systems End-User Survey, N = 300 (2012), N = 308 (2013), N=301 (2014)

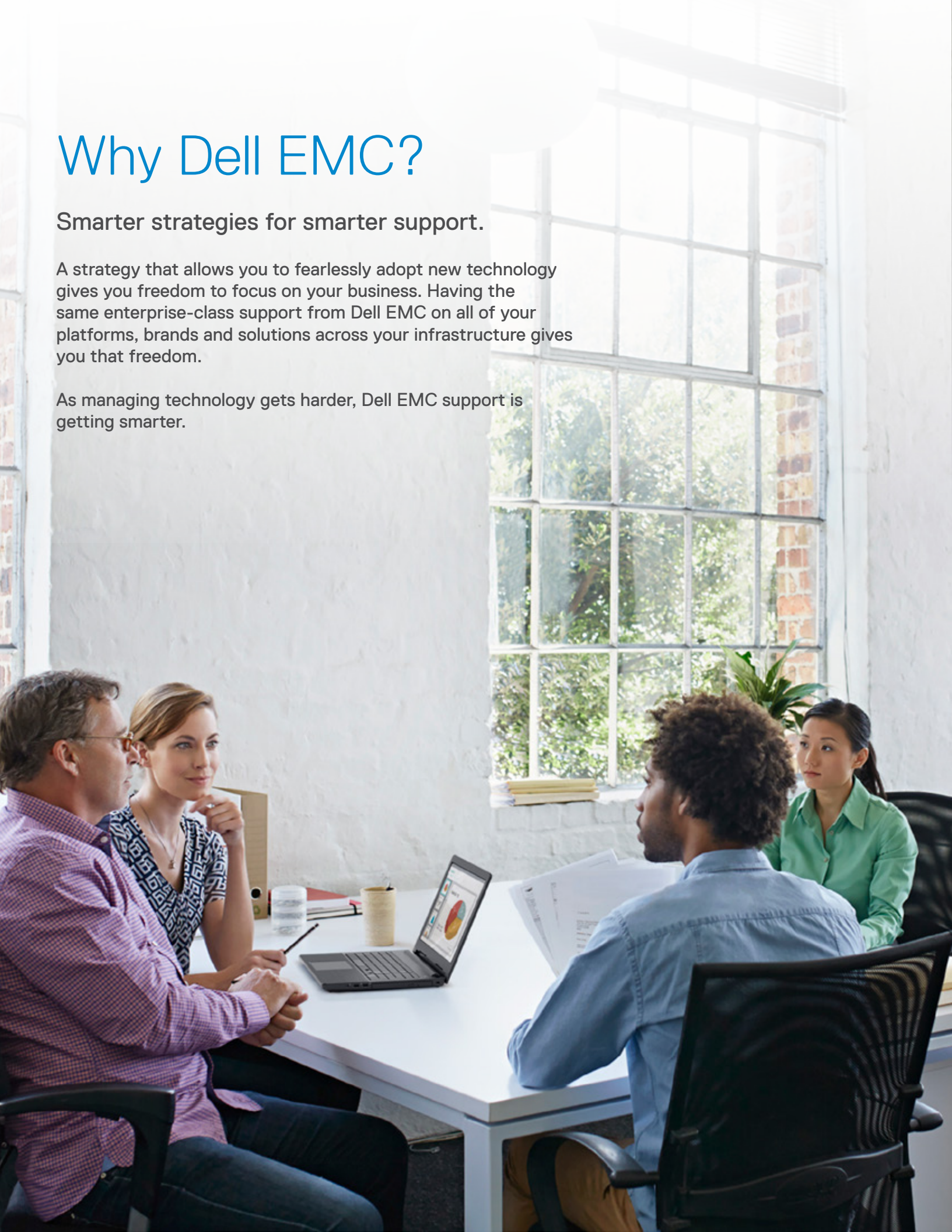
²Availability and terms of Dell EMC Services vary by region and by product. For more information, contact your Dell EMC sales representative.

Why Dell EMC?

Smarter strategies for smarter support.

A strategy that allows you to fearlessly adopt new technology gives you freedom to focus on your business. Having the same enterprise-class support from Dell EMC on all of your platforms, brands and solutions across your infrastructure gives you that freedom.

As managing technology gets harder, Dell EMC support is getting smarter.



Accelerate
with
experts

Focus on your business while Dell EMC experts reduce IT complexity.

- 55,000+ Dell EMC & partner professionals
- 10,000+ certifications in industry-leading hardware, software and solutions
- Deep knowledge of complex, emerging technologies and multivendor environments
- Collaborative assistance with 3rd party technology vendors

Accelerate
with
insights

Improve performance and stability with deep insight and intelligent data.

- SupportAssist and Secure Remote Services (ESRS) automated monitoring and predictive* analysis for issue prevention and optimization
- Personalized relationship with a designated Technology Service Manager with deep knowledge of your business and environment
- Six Command Centers** to proactively monitor field service events
- Twelve Centers of Excellence and Joint Solution Centers deliver in-house collaboration leveraging our alliances with leading application providers

Accelerate
with
ease

Increase productivity with always accessible tailored support.

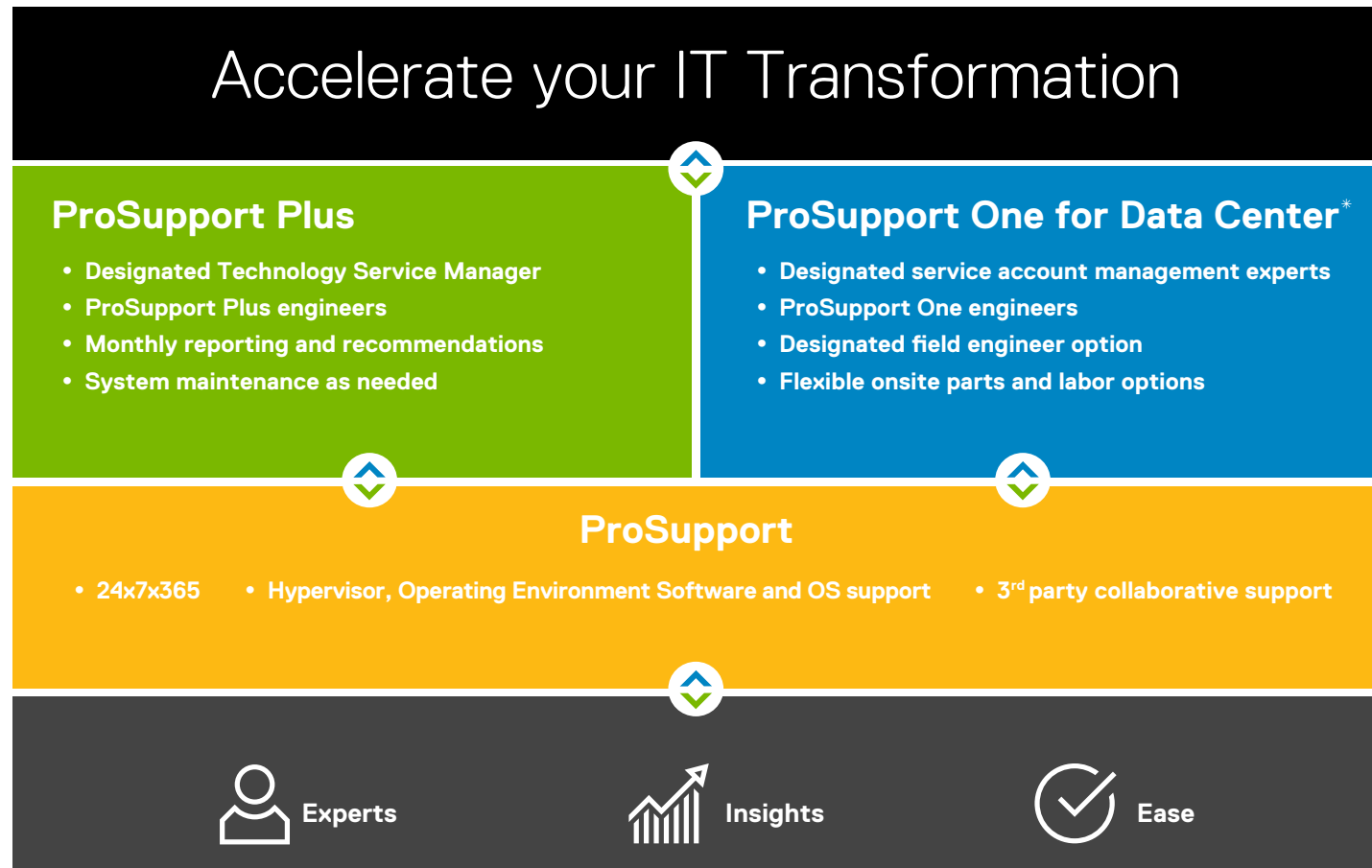
- Support offered in 160+ countries and 50+ languages
- 24x7*** phone, chat, email and social media support
- Consistent single-source support across hardware and software
- 94% customer satisfaction for Dell EMC Support & Deployment services

*SupportAssist predictive analysis failure detection includes server hard drives and backplanes. ESRS enables predictive capabilities and failure detection for enterprise storage, networking and converged infrastructure.

**Command Centers monitor only Dell-branded products.

***Availability and terms of Dell EMC Services vary by region and by product. For more information, contact your Dell EMC sales representative.

ProSupport Enterprise Suite



*ProSupport One is available for legacy Dell-warranted products only.

Enterprise-class support realized.

Built on a foundation of experts, insights and customer ease, our ProSupport Enterprise Suite has the enterprise-class support your organization needs. Select the service that aligns with the criticality of your systems, complexity of your environment and how you allocate your IT resources.

Technology Service Manager:

Your designated Dell EMC support advocate.

- Highly skilled service account management expert who understands the specific IT needs and objectives of your business
- Central point of contact to facilitate service management and escalation resolution
- Personalized recommendations based on your environment, best practices and support trends across all of our customers to help improve productivity and stability

Command Centers*:

Proactive monitoring of field service events across the globe.

- Real-time dispatch monitoring efficiently routes engineers and service parts to your site to speed problem resolution
- Proactive planning and ongoing communication during major events to preempt anything that may affect rapid response
- Crisis management for critical situations ranging from natural disasters to power outages or virus attacks to mobilize and route emergency resources

**Command Centers monitor only Dell-branded products.

“We get mini-storage reports every week, plus our monthly conference calls to review everything in detail. I’ve even received text messages. This is why Dell EMC Storage is the standard for Intuit’s data warehouse workloads. It’s a no-brainer.”

— Alex Lancaster,
Data Engineering Manager,
Intuit, United States



ProSupport



You need unwavering support for hardware and software and a smart way to manage the mix of vendors in your environment. Dell EMC offers a single source with the expertise, know-how and capabilities to make supporting your IT easier.

When you choose ProSupport*, highly trained experts are there around the clock and around the globe to address your IT needs. ProSupport helps you minimize disruptions and maintain a high level of productivity.

When you choose ProSupport, you'll get:

- 24x7x365 access to certified hardware and software experts
- Collaborative support with 3rd party vendors
- Hypervisor, Operating Environment Software and OS support
- Consistent level of support available for Dell EMC hardware, software and solutions
- Onsite parts and labor response options including next business day or four-hour mission critical

“If there’s a problem, each vendor blames the other. We have one point of contact with Dell, and we know that Dell will work with us to fix whatever comes up.”

— Chris Hele,
Senior Technical Support Officer,
North Norfolk District Council, United Kingdom

*Availability and terms of Dell EMC Services vary by region and by product. For more information, contact your Dell EMC sales representative.

A recognized services innovator!



5 Temkin Group
Customer Experience
Excellence Awards



30 TSIA STAR
Awards for
customer service



ProSupport Plus

Critical workloads and applications require constant availability and the systems supporting them need more than break/fix support – they need proactive and predictive measures to get ahead of problems before they happen.

ProSupport Plus* proactively improves the performance and stability of your critical systems through automated support, analytics and the right expertise for your organization. ProSupport Plus not only gets you back up and running quickly, but also helps you get ahead of problems before they happen. You'll have the freedom to adopt complex technologies with confidence, knowing Dell EMC has the expertise and insight to help you be more productive and focus on your goals.

When you choose ProSupport Plus, you'll get:

- A designated Technology Service Manager who knows your business and your environment
- Access to senior ProSupport Plus engineers for faster issue resolution
- Personalized, preventive recommendations based on analysis of support trends and best practices from across the Dell EMC customer base to reduce support issues and improve performance
- Predictive analysis for issue prevention and optimization enabled by SupportAssist and Secure Remote Service
- Proactive monitoring, issue detection, notification and automated case creation for accelerated issue resolution enabled by SupportAssist and Secure Remote Services
- Support that extends up to seven years*

ProSupport Plus with SupportAssist significantly reduces IT effort:⁵

Up to
90%
less IT effort to
resolve issues⁵

“We've found that Dell support is excellent. We like the proactivity that has helped identify potential issues before they become problems.”

— Chris Westwell,
IT Technical Specialist,
Blackpool Teaching Hospitals,
United Kingdom

*Availability and terms of Dell EMC Services vary by region and by product. For more information, contact your Dell EMC sales representative.

⁵Based on Sep 2015 Principled Technologies Test Report commissioned by Dell EMC. Actual results will vary. [Read full report.](#)

ProSupport One for Data Center

Large data centers are complex and unique. That's why you need a support solution that complements your internal resources and can evolve to fit your changing technology landscape.

ProSupport One for Data Center* offers flexible site-wide support for hyperscale data centers with more than 1,000 assets. This offering is built on standard ProSupport components that leverage our global scale but are tailored to your company's needs. While not for everyone, it offers a truly unique solution for Dell EMC's biggest customers with the most complex environments.

When you choose ProSupport One for Data Center, you'll get:

- Enterprise-wide support that covers your entire data center
- Designated service account management expert with remote, on-site, part-time and full-time options
- Designated ProSupport One technical and field engineers who are trained on your environment and configurations
- Flexible on-site support and parts options that fit your operational model
- A tailored support plan and training for your operations staff

“We appreciate everything about the offering: the service, flexibility, collaboration and quality of hardware.”

— Jürgen Hausmann,
CEO, EVISCO, Germany

*ProSupport One is available for legacy Dell-warranted products only.



Tools and technologies* that power your support experience

As demand for self-support, peer collaboration and automated support options rise, we continue to invest in and expand these technologies. With a goal of enhancing support and minimizing customer effort along the way, we have developed a portfolio of proactive, predictive tools and technologies that put you in control, drive productivity, avoid issues and improve the wellness of your IT environment.

Get connected

SupportAssist and Secure Remote Services (ESRS)

Avoid issues and get faster resolution with automated proactive and predictive** support. Leave manual routines behind with remote monitoring, automated issue detection and case creation, and remote resolution.

Get insight

MyService360

Gain insight, take action and save time managing your support experience and improving the health of your global environment with personalized, data-driven dashboards.

TechDirect

Boost productivity with this flexible, time-saving portal that streamlines support and makes it easy to manage technology, train staff and support your systems.

*MyService360 and ESRS are available for legacy EMC-warranted products. SupportAssist and TechDirect are available for legacy Dell-warranted products.
**SupportAssist predictive analysis failure detection includes server hard drives and backplanes. ESRS enables predictive capabilities and failure detection for enterprise storage, networking and converged infrastructure.

“Using Dell SupportAssist is a no-brainer for us. There are issues that could come up where the tool can notify us ahead of time, and that will be a huge benefit for us.”

— Service King Collision Repair Centers, United States

“Besides simplifying day-to-day support, the MyService360 dashboard will help [us] make good business decisions about our future. It’s very cool!”

— Open Line, B.V., Netherlands

The right support for you

Enterprise Support Services Feature Comparison

	ProSupport	ProSupport Plus	ProSupport One for Data Center
Remote technical support	24x7	24x7	24x7
Onsite support	Next Business Day or Mission Critical	Next Business Day* or Mission Critical	Flexible
Automated issue detection and case creation	●	●	●
Self-service case initiation and management	●	●	●
Hypervisor, Operating Environment Software and OS support	●	●	●
Priority access to specialized support experts	●	●	●
Designated service account management expert	●	●	●
Periodic assessment and recommendations	●	●	●
Monthly contract renewal and support history reporting	●	●	Monthly or Quarterly
Systems Maintenance guidance	●	Semiannually	Optional
Designated technical and field support teams	●	●	●

*Next Business Day option available only on applicable legacy Dell products.

Availability and terms of Dell EMC Services vary by region and by product. For more information, contact your Dell EMC sales representative.



The Dell EMC difference

World-class companies all over the globe trust us to support their Dell EMC and multivendor enterprise systems efficiently and keep them running all day, every day. That's a responsibility that Dell EMC is proud to have — and proud to do well.

Improve performance and stability of critical systems, increase productivity and reduce downtime. With the experts, insights, and ease you get from the ProSupport Enterprise Suite, you'll always be prepared for whatever comes next — no matter what.



Go to Dell.com/prosupport for more information or contact your Dell EMC sales representative.

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Evaluation Criteria	Point Value	<i>SysCloud, Inc.</i>	<i>Rackspace</i>	<i>Lyme</i>	<i>Double Line</i>
Pricing	40	30	30	30	35
Ability to service the contract	25	5	25	15	5
References	15	10	2	5	10
Technology	10	7	7	6	6
Value Added Products and Services	10	7	10	10	0
<u>Total</u>	<u>100</u>	<u>59</u>	<u>74</u>	<u>66</u>	<u>56</u>



Evaluation Committee for Contract:

Emily Jeffrey

Matthew Mackel

Jonathan Applegate

Vendors Awarded Under this Contract

Rackspace

DLT

Lenovo

immixGroup

EMC

Evaluation Criteria	Point Value	Lenovo	EMC	DLT	immixGroup
Pricing	40	35	40	35	35
Ability to service the contract	25	25	25	20	20
References	15	5	12	5	5
Technology	10	10	10	8	8
Value Added Products and Services	10	5	2	5	5
Total	<u>100</u>	<u>80</u>	<u>89</u>	<u>73</u>	<u>73</u>



Evaluation Committee for Contract:

Emily Jeffrey

Matthew Mackel

Jonathan Applegate



Data Storage, Cloud, Converged and Data Protection

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email	DateCreated
Data Storage, Cloud, Converged and Data Protection	BlackHawk Data LLC	Maryann Pagano	350 5th Avenue	New York	New York	10118	5163180225	sales@blackhawk11.com	11/13/2018 4:34:21 AM
Data Storage, Cloud, Converged and Data Protection	Larabell Group, LLC	Chris Larabell	1271 Applewood	White Lake	Michigan	48386	248-716-8004	chris@larabellgroup.com	11/12/2018 9:55:49 PM
Data Storage, Cloud, Converged and Data Protection	qAS	Onvia	509 Olive Way	Seattle	Washington	98101	2063739500	sourcemgmt@onvia.net	11/12/2018 2:40:37 PM
Data Storage, Cloud, Converged and Data Protection	qAS	Onvia	509 Olive Way	Seattle	Washington	98101	2063739500	sourcemgmt@onvia.net	11/12/2018 2:40:34 PM
Data Storage, Cloud, Converged and Data Protection	qAS	Onvia awdsfz	509 Olive Way	Seattle	Washington	98101	2063739500	sourcemgmt@onvia.net	11/12/2018 2:40:13 PM
Data Storage, Cloud, Converged and Data Protection	Onvia	onvia onvia	509 Olive Way, Suite 400	Seattle	Washington	98101	2063739500	sourcemanagement2@onvia.com	11/12/2018 2:00:04 AM
Data Storage, Cloud, Converged and Data Protection	AMSYS Innovative Solutions	Deidra Sutton	8300 Bissonnet St	HOUSTON	Texas	77074	(713) 484-7786	dsutton@amsysis.com	11/8/2018 8:59:29 AM
Data Storage, Cloud, Converged and Data Protection	Rexel USA, Inc.	Edgardo Rodriguez	4150 N John Young Pkwy	Orlando	Florida	32804	4074323692	gary.rodriguez@rexelusa.com	11/8/2018 8:35:20 AM
Data Storage, Cloud, Converged and Data Protection	Lyme Computer Systems, Inc.	JOSH Longacre	240 Mechanic Street, Suite 301	Lebanon	New Hampshire	03766	6036763600	Josh@lyme.com	11/2/2018 7:47:22 AM
Data Storage, Cloud, Converged and Data Protection	qAS	Onvia awdsfz	509 Olive Way	Seattle	Washington	98101	2063739500	sourcemgmt@onvia.net	11/1/2018 4:57:57 PM
Data Storage, Cloud, Converged and Data Protection	SysCloud Inc	Smitaa Balaji	125 Half Mile Road, Suite 200	Red Bank	New Jersey	07701	8774642930	smitaa@syscloud.com	10/31/2018 11:26:20 PM
Data Storage, Cloud, Converged and Data Protection	arxys	andy newbom	435 W Bradley ave Suite C	el cajon	California	92020	619.258.7800	andy.newbom@arxys.com	10/30/2018 4:41:45 PM
Data Storage, Cloud, Converged and Data Protection	adf	aasd AG	asd	asd	Alabama	23423	2342323423	adfasd@mail.com	10/25/2018 6:14:24 PM
Data Storage, Cloud, Converged and Data Protection	qAS	Onvia awdsfz	509 Olive Way	Seattle	Washington	98101	2063739500	sourcemgmt@onvia.net	10/25/2018 2:23:45 PM
Data Storage, Cloud, Converged and Data Protection	Rubrik	Tim Ray	1339 Arburckle Drive	Frisco	Texas	75033	2145044689	tim.ray@rubrik.com	10/25/2018 10:30:35 AM
Data Storage, Cloud, Converged and Data Protection	Freeit Data Solutions, Inc.	Leslie Spinks	900 East 6th Street	Austin	Texas	78702	5128189650	leslie@freeitdata.com	10/25/2018 12:13:20 AM
Data Storage, Cloud, Converged and Data Protection	SMP Corp	Rick Cool	240 Hillside Ave	Naugatuck	Connecticut	06770	4755292968	rcool@smp-corp.com	10/23/2018 1:45:54 PM
Data Storage, Cloud, Converged and Data Protection	ACP Technologies	Benjamin	950A Union Rd	West Seneca	New York	14224	7166748880	benjr@acp.us.com	10/19/2018 3:18:19 PM
Data Storage, Cloud, Converged and Data Protection	AWS	Casey Andrews	2608 Sorano Cove	Round Rock	Texas	78665	512-968-4416	cseandr@amazon.com	10/17/2018 3:43:58 PM
Data Storage, Cloud, Converged and Data Protection	School Wholesale Supplies LLC	JP DAS	2120 Donelson Pike Nashville, TN 37210	Nashville	Tennessee	37210	6155197539	jpdas@ei-usa.com	10/17/2018 12:11:37 PM
Data Storage, Cloud, Converged and Data Protection	Midwestern Higher Education Compact	Nathan Sorensen	105 Fifth Avenue South	Minneapolis	Minnesota	55401	6127672767	nathans@mhec.org	10/17/2018 9:36:15 AM
Data Storage, Cloud, Converged and Data Protection	Office Automation Systems, Limited	Eric English	1803 W. Detweiler Dr.	Peoria	Illinois	61615	3096913000	eric.english@ciancenter.com	10/16/2018 3:43:58 PM
Data Storage, Cloud, Converged and Data Protection	immixGroup, Inc.	Chauncey Kehoe	8444 Westpark Drive	McLean	Virginia	22102	703.639.1565	chauncey_kehoe@immixgroup.com	10/16/2018 2:26:13 PM
Data Storage, Cloud, Converged and Data Protection	L.I. Computer Networks, Inc.	Alexandra Erickson	1200 Veterans Hwy	Hauppauge	New York	11788	631-443-4050	alexandra.erickson@licn.com	10/16/2018 9:10:27 AM
Data Storage, Cloud, Converged and Data Protection	Onvia	Source Management	509 Olive Way	Seattle	Washington	98101	2063739500	svcgency@onvia.com	10/15/2018 4:44:00 PM
Data Storage, Cloud, Converged and Data Protection	Seven Outsource	Steve Walse	113 Barksdale Professional Cen, Newark	Newark	Delaware	19711	+1 03153087852	rfpalerts@gmail.com	10/12/2018 12:56:38 AM
Data Storage, Cloud, Converged and Data Protection	Kansas State University	Cathy Oehm	2323 Anderson Ave., Suite 500	Manhattan	Kansas	66502	7855326214	cathyo@ksu.edu	10/11/2018 12:30:24 PM
Data Storage, Cloud, Converged and Data Protection	savelli	henry	212 west state street	Trenton	New Jersey	07066	609-731-0187	henry@henrysavelli.com	10/10/2018 12:15:25 PM
Data Storage, Cloud, Converged and Data Protection	Riverbed	Chris	680 Folsom	San Francisco	California	94107	7703624493	Chris.Seguina@riverbed.com	10/9/2018 12:10:18 PM
Data Storage, Cloud, Converged and Data Protection	Presidio Networked Solutions	Andrew Cantrell	10415 Morado Circle	Austin	Texas	78759	512-795-7102	acantrell@presidio.com	10/9/2018 9:55:44 AM
Data Storage, Cloud, Converged and Data Protection	Cloud49	Nathan Wallace	6800 West Gate Blvd Ste 132-329	Austin	Texas	78745	2529138815	nwallace@cloud49.com	10/8/2018 3:38:26 PM
Data Storage, Cloud, Converged and Data Protection	DLT Solutions	Seth Anderson	2411 Dulles Corner Park, Suite 800	Herndon	Virginia	20171	703-773-1184	seth.anderson@dlit.com	10/8/2018 12:30:24 PM
Data Storage, Cloud, Converged and Data Protection	jmg	mbnm	cghghj	Alabama	4545556	4545556	4545556	kalivartathan@gmail.com	10/8/2018 11:29:32 AM
Data Storage, Cloud, Converged and Data Protection	A & T Systems	Brian Zernhelt	12200 Tech Road, Suite 200	Silver Spring	Maryland	20904	240-620-2080	sales@ats.com	10/8/2018 9:26:36 AM
Data Storage, Cloud, Converged and Data Protection	Check Point Software Technologies	Dana Gore	500 5th Ave	New York	New York	10110	6464327176	dgore@checkpoint.com	10/8/2018 8:52:31 AM
Data Storage, Cloud, Converged and Data Protection	Carahsoft Technology	Isaiah Walker	1860 Michael Faraday Dr #100	Reston	Virginia	20190	703-673-3666	isaiah.walker@carahsoft.com	10/8/2018 7:51:53 AM
Data Storage, Cloud, Converged and Data Protection	SysCloud Inc	Smitaa Balaji	125 Half Mile Road, Suite 200	Red Bank	New Jersey	07701	8774642930	smitaa@syscloud.com	10/8/2018 12:48:13 AM
Data Storage, Cloud, Converged and Data Protection	Carahsoft Technology Corporation	Delaney Jones	1860 Michael Faraday Drive	Reston	Virginia	20190	7035816727	delaney.jones@carahsoft.com	10/5/2018 2:38:04 PM
Data Storage, Cloud, Converged and Data Protection	Resource Data, Inc.	Kelley Daube	560 E 34th Ave Suite 100	Anchorage	Alaska	99503	9077437550	salesandmarketing@resourcedata.com	10/5/2018 1:09:00 PM
Data Storage, Cloud, Converged and Data Protection	Hewlett Packard Enterprise Company	Mary Reuss	3000 Hanover Street	Palo Alto	California	94304	512-319-0011	mary.reuss@hpe.com	10/5/2018 10:29:01 AM
Data Storage, Cloud, Converged and Data Protection	Hewlett Packard Enterprise Company	Mary Reuss	3000 Hanover Street	Palo Alto	California	94304	512-319-0011	mary.reuss@hpe.com	10/5/2018 10:22:07 AM
Data Storage, Cloud, Converged and Data Protection	Carahsoft Technology Corp.	Anastasia Foerschner	1860 Michael Faraday Drive	Reston	Virginia	20190	7038718647	anastasia.foerschner@carahsoft.com	10/5/2018 7:37:23 AM
Data Storage, Cloud, Converged and Data Protection	DLT Solutions	Sean Macdonald	2441 Dulles Corner Park	Herndon	Virginia	20171	5173461860	sean.macdonald@dlit.com	10/5/2018 7:02:42 AM
Data Storage, Cloud, Converged and Data Protection	aasd	aasd	asd	asd	Alabama	23423	2342323423	adfasd@mail.com	10/4/2018 7:49:26 PM
Data Storage, Cloud, Converged and Data Protection	ThunderCat Technology LLC	Kent Stokley	1925 Isaac Newton Sq. E.	RESTON	Virginia	20190	7035683378	kstokley@thundercattech.com	10/4/2018 1:52:01 PM
Data Storage, Cloud, Converged and Data Protection	Seven Outsource	Steve Walse	113 Barksdale Professional Cen, Newark	Newark	Delaware	19711	+1 03153087852	rfpalerts@gmail.com	10/4/2018 10:50:18 AM
Data Storage, Cloud, Converged and Data Protection	Alliance Technology Group	Andrew Keys	7010 High Tech Drive	Hanover	Maryland	21076	7034342939	andrew.keys@alliance-it.com	10/3/2018 1:54:23 PM
Data Storage, Cloud, Converged and Data Protection	erepublic	sophana sok	100 Blue Ravine Blvd.	Folsom	California	95630	9169321300	ssok@erepublic.com	10/3/2018 1:00:46 PM
Data Storage, Cloud, Converged and Data Protection	SHI Government Solutions	Victoria Pubylski	1301 S. Mopac Expressway	Austin	Texas	78746	512-983-6502	Victoria_Pubylski@shi.com	10/3/2018 12:56:35 PM
Data Storage, Cloud, Converged and Data Protection	Light Source	Natasha Banks	841 Hillen St, Baltimore, MD, USA, 841	Baltimore	Maryland	21202	4103261582	bankslightsource@gmail.com	10/3/2018 12:25:03 PM
Data Storage, Cloud, Converged and Data Protection	Rackspace Hosting	Jeff Valdes	1 FANATICAL PL	SAN ANTONIO	Texas	78218-2179	2106063807	jeff.valdes@rackspace.com	10/3/2018 10:54:01 AM
Data Storage, Cloud, Converged and Data Protection	Strategic Partnerships, Inc.	Taylor Perk	901 S. Mopac Expressway	Austin	Texas	78744	5125313943	tperk@partnerships.com	10/3/2018 10:53:03 AM
Data Storage, Cloud, Converged and Data Protection	Dell EMC	Cynthia Radel	One Dell Way	Round Rock	Texas	78682	231 747 9294	cyndi.radel@dell.com	10/3/2018 10:41:39 AM
Data Storage, Cloud, Converged and Data Protection	Wolfcom Enterprises	Sheryl	1700 Lincoln Ave	Pasadena	California	91103	6267949000	legal@wolfcomglobal.com	10/3/2018 9:21:37 AM
Data Storage, Cloud, Converged and Data Protection	THWilson Bonds	Sheila Smith	4586 E. Copper Ave Suite 3342	Clovis	California	93619	5598726105	thwbonds@outlook.com	10/3/2018 8:50:53 AM
Data Storage, Cloud, Converged and Data Protection	Altruant Consulting, LLC	Shane Saum	2223 Waterloo City Lane	Austin	Texas	78741	4403423723	shane.saum@altruant.com	10/3/2018 8:47:06 AM
Data Storage, Cloud, Converged and Data Protection	EMC	Michael Connelly	3001 North Rocky Point Drive East	Tampa	Florida	33607	3213700958	michael.connelly@emc.com	10/3/2018 5:51:02 AM
Data Storage, Cloud, Converged and Data Protection	5NINE Data Solutions	Audrey Mattox	4645 Prater Way SE	Smyrna	Georgia	30080	6782093979	audrey.mattox@5ninedata.com	10/2/2018 9:28:27 PM

MOVIES

Director boosts Oscar chances for 'Roma'

Patrick Ryan USA TODAY

NEW YORK - "Roma" is one of the very best films you're likely to see this year.

That's the question awards prognosticators have been asking since the movie premiered at the Venice International Film Festival in August and brought audiences to their feet at the Toronto and Telluride fests before landing at the New York Film Festival over the weekend.

On paper, "Roma" has almost everything working against it: For starters, it's a black-and-white, Spanish-language drama with English subtitles.



"Roma" will be released Dec. 14 in select theaters and on Netflix.

But "Roma" has a silver bullet in Alfonso Cuaron, the visionary filmmaker behind 2013's "Gravity," whose credits also include "Children of Men," "Y Tu Mama Tambien" and "Harry Potter and the Prisoner of Azkaban."

and industry peers as one of Hollywood's "Three Amigos" along with fellow Mexican directors Alejandro G. Inarritu ("Birdman") and Guillermo del Toro ("The Shape of Water").

"We were a family together," Cuaron has said of the woman who inspired Cleo. "When you grow up with someone you love, you don't discuss their identity."

There was not a dry eye in the house by the end of the film's screening at Lincoln Center's Alice Tully Hall Saturday afternoon, which was introduced by surprise guest del Toro in Cuaron's absence.

"Roma" is, for me, the culmination of Alfonso's career so far," del Toro said. "I said to him: 'This is not only your best movie, it's one of my top five (favorite) movies of all time. But don't get big-headed - it's No. 5.'"

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CROSSWORD EDITED Fred Piscop BY Gail Grabowski WHEN IN ENGLAND ACROSS 1 Flower with floating pads

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WORD ROUNDUP By David L. Hoyt and Jeff Knurek Find and Circle: Four things commonly represented as numbers

QUICKCROSS By John Wilmes 10/9 Skidded South American country Stratford-upon-Avon Skating place

THBOECWTFMLH GICBLSNEUOCG ARMOCPQRINRN TEYERODUEGAD OREPILVRAMHL YOARCFARRPT OCRARSGELDEL TSNHRHGMAZDA

UP & DOWN WORDS By David L. Hoyt and Russell L. Hoyt 10/9 1. TURKISH 2. 3. 4. 5. 6. 7. SPRINGER

Monday's Answer RUNS PINTO MIGS ATOP TIMEAN IDEA FAIR SPORTSDESK THREAT TOTASTE ABOORT RITES MOODELEVATOR AXIS LAPEL ZAP MEL FOLE PAL ETA ANY RANGE CROW VIRTUALROOMS EMAIL TRAIL TOTALED WOOFER HOBBLobby RAGE ELAL LOUIE IRON RATE ARDOR NEST

SUDOKU Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 (no repeats).

SUDOKU FUSION Complete the grid so that every row, column and 3x2 box contains the numbers 1 through 6 (no repeats).

TXTPERT Today's theme Animals 1 aq 2 abc 3 def 4 ghi 5 jkl 6 mno 7 pqr 8 tuv 9 wxyz

YESTERDAY'S SOLUTION R U S T L E S R C L I P P I N G O B O O N U Y U T I R R I G A T E E H A T E

DON'T QUOTE ME Scottish poet Andrew Lang offers this criticism. Rearrange the words to complete the quote. DRUNKEN ILLUMINATION LAMP MAN RATHER STATISTICS SUPPORT

BOOK REVIEW

An American family suffers in 'Unsheltered'

Mark Athitakis
Special to USA TODAY

The world is crashing down on Willa, the hero of Barbara Kingsolver's earnest and ambitious new novel, "Unsheltered" (Harper, 496 pp., ★★★☆). Journalism cutbacks have ravaged her income. Her professor husband, Iano, lost tenure when his university became insolvent. Their son's wife has killed herself, leaving behind an infant child. Their daughter is skeptically re-entering American life after a stint in Cuba. Iano's emphysemic father is a bigoted fan of the "Bullhorn" running for president in 2016. And their New Jersey home, built in the 1870s, is rapidly collapsing.

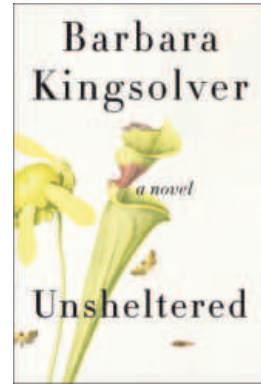


Barbara Kingsolver

"How could two hardworking people do everything right in life and arrive in their fifties essentially destitute?" Willa thinks. Kingsolver doesn't want you to read that line solely as a cry of despair. She takes the question seriously: What forces threaten to wreck the American family, and what can help stave them off? To answer that, Kingsolver alternates her narrative between 2016 and 1874, where on the same patch of Pine Barrens land a schoolteacher named Thatcher is befriending Mary Treat. Mary, based on a real person, is an uncredentialed but serious naturalist who has published widely and corresponds with Charles Darwin. But accepting the theory of evolution is all but a crime in town. Cutler, headmaster of Thatcher's school, thunders on creationism's behalf, backed by a mayor

who treats the town like a fiefdom. "When men fear the loss of what they know, they will follow any tyrant who promises to restore the old order," Treat intones. Kingsolver's point is clear: The American experiment, then and now, frays whenever its most fearful citizens take comfort in their own ignorance. Kingsolver, a biologist by training, has been attacking myths about the just-so nuclear family since her 1988 debut, "The Bean Trees," and most powerfully in 1998's "The Poisonwood Bible." "Unsheltered" works similar thematic turf, and it has the virtues of her best fiction: a compassionate portrait of

parenthood in all its complexity, rich historical detail and a gift for a piercing satirical line. But the novel also is Kingsolver at her most didactic. Willa's children arguing over global economic policy resembles the luke-warm banter of a think-tank podcast, and extended debates between Thatcher and Cutler are cartoonishly binary. Only the rules of historical fiction prevent Kingsolver from slapping a MAGA cap on Cutler's head. The book's title suggests a roof gone missing. But it also is a resonant call to be more alert to our social predicaments, to "stand in the clear light of day."



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- Moveable Wall Systems #29-18
- MRO Products and Services #24-18
- Software Products and Services #28-18

Due Tuesday, November 13, 2018 at 2:00 pm CST

Sealed responses are due and will be publicly opened in the Region 14 ESC offices located at 1850 Highway 351, Abilene, TX 79601.

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CROSSWORD

EDITED Fred Piscop
BY Fred Piscop

GRIN AND BEAR IT

ACROSS

- Squandered, as a lead
- Jared of "Lonely Hearts"
- Credit card action
- Suffix denoting wealth
- Weights, slangily
- Clad like many superheroes
- He caught Don Larsen's perfecto
- Manage to avoid
- Saw wood, so to speak
- Submitted, as a 40-Down
- Send to blazes
- Usual tic-tac-toe result
- Leader of Motown's Miracles
- Reflexology place
- "Born Free" 2-Down
- Neanderthal's abode
- "Finding Dory" studio
- CPR pro
- Maris who surpassed Ruth
- Kept from swelling, perhaps
- Often-buggy software version
- Comics bark
- Rough Riders leader, informally
- Geological stretch
- Manx cat's lack
- Cosmetic that's sometimes flavored
- Shopaholic's binge
- Standard Windows font
- "The Seasons" composer, affectionately
- Barista's artistic creation
- Carrier with blue and white jets
- "Enough ___!"

DOWN

- Baffin and Hudson
- Big cat
- Descartes' "therefore"
- Queer duck
- Factor in club selection
- Drop an easy one
- Grounds for a civil suit
- Running by itself
- First part of an act
- What a surfer may catch
- Device for an Apple Pencil
- Mani-___ (salon job)
- Forbidden fruit site
- Chemistry lab vessel
- BBQ slab unit
- Gibson of "Lethal Weapon"
- In ___ land (spacey)

Answers: Call 1-900-988-8300, 99 cents a minute; or, with a credit card, 1-800-320-4280.

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66 67 68 69 70 71

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WORD ROUNDUP

By David L. Hoyt and Jeff Knurek 10/16

Find and Circle:
Four parts of the eye
Four eight-letter words
Australian state: New _____
Two continents
Throw with effort

Monday's answer: MOCCASIN SNEAKER SLIPPER LOAFER
SANDAL SOCK BOOT CLOG / NORTH SOUTH / EMPIRE STATE / GOLDEN GATE / HUSTLE

QUICKCROSS

By John Wilmes 10/16

Celestial light
Humorist Bombeck
Celestial light
Part of MIT
"Half" prefix
1982 Disney sci-fi flick
Old Testament book
Marathon tirade

Monday's Answer
LAST
UBER
CLEO
KEPT

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QUICKCROSS ON YOUR PHONE
puzzles.usatoday.com

UP & DOWN WORDS

By David L. Hoyt and Russell L. Hoyt 10/16

1. GOING

2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

REEF

Clues:
1. Performing well
2. Typhoon, for example
3. Type of weather bulletin
4. Omen
5. Nonverbal communication
6. Linguistic hindrance
7. Australia has a "Great" one

Monday's Answer
HEALTHY / LIVING / SPACE / MOUNTAIN / LION / KING / CRAB / RANGOON
LIVING / SPACE / MOUNTAIN / LION / KING / CRAB / RANGOON

PLAY ONLINE
PUZZLES.USATODAY.COM © Andrews McMeel

SUDOKU

Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 (no repeats).

	3		2					
1		8		3		4	5	
2	9			8				3
		2	7	9				
6		5				9		1
				1	5	8		
4				7			9	6
	8	1		6		3		5
				5				7

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SUDOKU FUSION
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SUDOKU

Complete the grid so that every row, column and 3x2 box contains the numbers 1 through 6 (no repeats).

	1	3		5			
	4	5				6	
	5		6	2			5
	4		3	5			
		1		6	4		

DIFFICULTY RATING ★★☆☆☆

Monday's Answer

9	4	7	5	6	8	3	1	2
2	5	1	3	9	4	8	6	7
8	6	3	2	7	1	9	5	4
5	8	4	6	1	9	2	7	3
6	1	9	7	3	2	4	8	5
7	3	2	4	8	5	1	9	6
1	2	5	9	4	7	6	3	8
3	7	8	1	2	6	5	4	9
4	9	6	8	5	3	7	2	1

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TXTPERT

Across
2. 73275
5. 7673
7. 62473
9. 4747
10. 86729

Down
1. 62466542
2. 73224
3. 29873
4. 483
6. 73742
8. 7878

Today's theme
Colors

1 a.o 2 abc 3 def
4 ghi 5 jkl 6 mno
7 pqr 8 tuv 9 wxyz

Use the phone keypad to decode the clues.
For example: 2 could be A, B or C, and 5/6/7 could be I/O/S

Yesterdays solution

DON'T QUOTE ME

Baseball player Hank Aaron talks about physical exercise.

Rearrange the words to complete the quote.
FEEL LEAST SPORT SWEAT UNLESS UP WORK

I DON'T _____ RIGHT _____ I HAVE A _____ TO PLAY OR AT _____ A WAY TO _____ A _____

Monday's Answer: "Without art, the crudeness of reality would make the world unbearable." -George Bernard Shaw



Region XIV Education Service Center

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

Monday, December 3rd, 2018

EMC Corporation
ATTN: Amanda Hudson
3017 Douglas Blvd, Suite 300
Roseville, CA. 95661

Dear Amanda:

Region XIV Education Service Center is happy to announce that EMC Corporation has been awarded an annual contract for Data Storage, Cloud, Converged and Data Protection based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2021. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and EMC Corporation

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

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

Sincerely,

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

Shane Fields
Region XIV, Executive Director

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

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			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

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			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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			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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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

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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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

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
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			10/09/97
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			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

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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

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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

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

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			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