

VILLAGE OF DOWNERS GROVE
Report for the Village
9/2/2025

SUBJECT:	SUBMITTED BY:
2025 Computer Replacements	Bill Herman IT Director

SYNOPSIS

A motion is requested to authorize the purchase of forty-four (44) desktop computers, sixty-six (66) laptop computers, one hundred and four (104) monitors, and sixty-five (65) keyboards and mice from Dell Technologies of Round Rock, Texas, for \$202,651.53.

STRATEGIC PLAN ALIGNMENT

The 2023-25 Strategic Goals include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY25 Budget includes \$311,200 for this purchase in the Equipment Replacement Fund.

RECOMMENDATION

Approval on the September 2nd, 2025 Consent Agenda.

BACKGROUND

As part of the IT Department’s hardware lifecycle management plan, the 2025 work plan includes replacing all computers at the new Civic Center.

The Village uses Dell computers. Staff has been very satisfied with the current Dell machines, as they have performed reliably, have been largely trouble-free, and are backed by an outstanding warranty.

Dell participates in joint purchasing programs. Staff obtained a quote from Dell under the National Purchasing Cooperative Alliance (NCPA) joint purchasing agreement. The quote is subject to the NCPA joint purchasing agreement. The NCPA is part of OMNIA Partners, which is one of the largest cooperative purchasing programs for the public sector.

ATTACHMENTS

Quote
Agreement



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 18, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	Touchscreen Laptop and Dell Micro's	Sales Rep	Eddie Vargas
Quote No.	3000193423742.4	Phone	1(800) 4563355
Total	\$202,651.53	Email	Eddie.Vargas@dell.com
Customer #	99008724	Billing To	BILL HERMAN
Quoted On	Aug. 20, 2025		VILLAGE OF DOWNERS GROVE
Expires by	Sep. 18, 2025		850 CURTISS ST
	OMNIA-National		DOWNERS GROVE, IL 60585
Contract Name	Cooperative Purchasing Alliance (NCPA)		
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	29745086		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Eddie Vargas

Shipping Group 1 of 3

Shipping To	Shipping Method
BILL HERMAN VILLAGE OF DOWNERS GROVE 850 CURTISS ST DOWNERS GROVE, IL 60585 (630) 434-5567	VALS Delivery

Product	Unit Price	Quantity	Subtotal
SI# 350102 Dell Pro 16 Plus (PB16250) XCTO Base	\$1,525.12	35	\$53,379.20
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	\$33.67	30	\$1,010.10
SI# 350002 Dell Pro Micro QCM1250	\$1,030.59	13	\$13,397.67
Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB	\$491.82	38	\$18,689.16

Shipping Group 2 of 3

Shipping To	Shipping Method
BILL HERMAN VILLAGE OF DOWNERS GROVE 850 CURTISS ST DOWNERS GROVE, IL 60585 (630) 434-5567	VALS Delivery

SI# 350102 Dell Pro 16 Plus (PB16250) XCTO Base	\$1,525.12	31	\$47,278.72
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	\$33.67	35	\$1,178.45
SI# 350002 Dell Pro Micro QCM1250	\$1,030.59	10	\$10,305.90
Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB	\$491.82	35	\$17,213.70

Shipping Group 3 of 3

Shipping To	Shipping Method
BILL HERMAN VILLAGE OF DOWNERS GROVE 850 CURTISS ST DOWNERS GROVE, IL 60585 (630) 434-5567	VALS Delivery

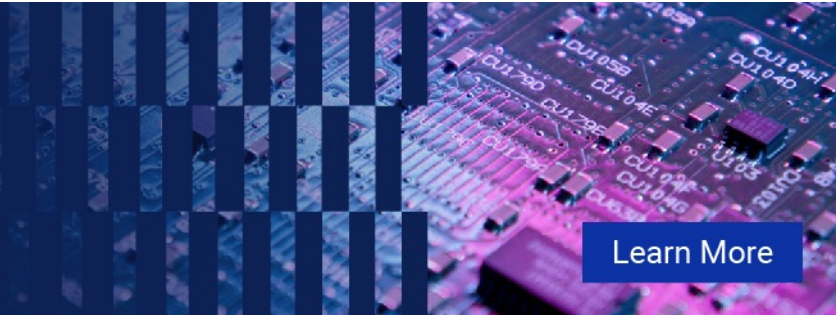
SI# 350002 Dell Pro Micro QCM1250	\$1,030.59	21	\$21,642.39
Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB	\$491.82	31	\$15,246.42

Subtotal:	\$199,341.71
Shipping:	\$3,309.82
Non-Taxable Amount:	\$202,651.53
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$202,651.53

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Accelerate the power of AI for your data

Take the first step in achieving Generative AI success



[Learn More](#)

Shipping Group 1 of 3, Details

Shipping To	Shipping Method
BILL HERMAN VILLAGE OF DOWNERS GROVE 850 CURTISS ST DOWNERS GROVE, IL 60585 (630) 434-5567	VALS Delivery

		Unit Price	Quantity	Subtotal
SI# 350102 Dell Pro 16 Plus (PB16250) XCTO Base		\$1,525.12	35	\$53,379.20
Estimated delivery if purchased today: Oct. 01, 2025 Contract # C000001019611 Customer Agreement # NCPA 01-143				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 16 Plus (PB16250) XCTO Base	210-BPCJ	-	35	-
Intel(R) Core(TM) Ultra 7 268V vPro(R) (48 TOPS NPU, 8 cores, up to 5.0 GHz) with 32GB Memory	379-BFXL	-	35	-
Windows 11 Pro, Copilot+ PC	619-BBGJ	-	35	-
32 GB: LPDDR5x, 8533 MT/s (onboard)	370-BCNR	-	35	-
Integrated Intel® Arc™ graphics for Intel® Core™ Ultra 7 268V vPro® processor, 32 GB LPDDR5x memory	338-CRJJ	-	35	-
512 GB TLC SSD	400-BSLF	-	35	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	35	-
16", Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, 5MP+IR Cam	391-BJPV	-	35	-
No Fingerprint Reader, No Smart Card Reader, No RJ-45	346-BLJG	-	35	-
5MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBJW	-	35	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	35	-
Intel® BE201 WLAN Driver	555-BLRT	-	35	-
Intel Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth 5.4 wireless card	555-BLMQ	-	35	-
3-cell, 45 Wh, ExpressCharge Capable, Long Life Cycle, 3-year limited hardware warranty	451-BDKW	-	35	-
65W AC adapter, USB Type-C	492-BDTG	-	35	-
E4 Power Cord 1M for US	537-BBDO	-	35	-
Quick Start Guide	340-DTVS	-	35	-
Documentation	340-DNBV	-	35	-
ENERGY STAR Qualified	387-BBLW	-	35	-
Custom Configuration	817-BBBB	-	35	-
Dell Pro 16 Plus Mix Model	340-DSLY	-	35	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	35	-
Intel Core Ultra 7 vPro Processor Label	389-FJMJ	-	35	-
iRST not selected	409-BCWL	-	35	-
No WWAN (WLAN only) Tray	321-BLQD	-	35	-
Intel® vPro® Enterprise Technology Enabled	631-BCBJ	-	35	-

Intel(R) Connectivity Performance Suite	640-BBTF	-	35	-
Dell Limited Hardware Warranty	714-0464	-	35	-
ProSupport Plus: Next Business Day Onsite, 1 Year	714-6667	-	35	-
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	714-6683	-	35	-
ProSupport Plus: Accidental Damage Service, 4 Years	714-6701	-	35	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	714-6702	-	35	-
ProSupport Plus: 7x24 Technical Support, 4 Years	714-6703	-	35	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	35	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	35	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	35	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	35	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	35	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	35	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	35	-
CFI Routing SKU	365-0257	-	35	-
Configuration Services	368-0001	-	35	-
CFI,Information Latitude,Notebook,Only	371-0940	-	35	-
CFI,Information,Estar,CFI,Allo wed,Factory Install	372-9365	-	35	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	35	-
Time Definite, Service,Latitud e	368-2101	-	35	-
CFI,Date Specific Service,Lat	368-2102	-	35	-
Liftgate Service Latitude	368-2204	-	35	-
Advance Delivery Notice Fee, L atitude	368-2207	-	35	-
CFI,Complete Destination Bundl e,Latitude	368-2306	-	35	-
CFI,DLVRY,INFO,CEVA.FACTORY IN STALL	382-6305	-	35	-
Futuristic Order Flag SKU	800-BBCF	-	35	-

		Unit Price	Quantity	Subtotal
Dell Pro Keyboard and Mouse - KM5221W - US English - Black		\$33.67	30	\$1,010.10

Estimated delivery if purchased today:
Oct. 01, 2025
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-AJIS	-	30	-

		Unit Price	Quantity	Subtotal
SI# 350002 Dell Pro Micro QCM1250		\$1,030.59	13	\$13,397.67

Estimated delivery if purchased today:
Oct. 01, 2025
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 7 265T (R) (13 TOPS NPU, 20 cores, up to 5.3GHz)	338-CRZR	-	13	-
Windows 11 Pro	619-BBQD	-	13	-

32 GB: 2 x 16 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCVW	-	13	-
512GB SSD TLC	400-BSWX	-	13	-
Internal WiFi Antenna	555-BLWT	-	13	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	13	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLZP	-	13	-
Dell Pro Micro with 35W Processor	329-BKRP	-	13	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	13	-
Mouse included with Keyboard	570-AADI	-	13	-
ENERGY STAR Qualified	387-BBLW	-	13	-
US Power Cord	450-AAZN	-	13	-
Documentation	340-DNBV	-	13	-
Watch Dog SRV	379-BFYR	-	13	-
Quick Start Guide	340-DTWQ	-	13	-
US/Canada Battery Warning Label	389-FKHG	-	13	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	13	-
Shipping Material, MPP Cushion	340-DTXM	-	13	-
Shipping Label	389-BBUU	-	13	-
Regulatory Label for 90W Adapter	389-FKNR	-	13	-
Driver/APP for IRST	658-BFTS	-	13	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	13	-
Desktop BTO Standard shipment	800-BBIO	-	13	-
Dell Pro Micro QCM1250	210-BPPW	-	13	-
No vPro(R) support	631-BCFK	-	13	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	13	-
Custom Configuration	817-BBBB	-	13	-
1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	13	-
Internal Speaker	520-BBGY	-	13	-
Optional USB Type-C with DisplayPort Alt mode and Power-In Support	382-BBQK	-	13	-
90 Watt A/C Adapter	450-ALFO	-	13	-
No Option Included	340-ACQQ	-	13	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	13	-
Dell Limited Hardware Warranty Plus Service	716-3403	-	13	-
ProSupport Plus: Accidental Damage Service, 4 Years	716-4286	-	13	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	716-4291	-	13	-
ProSupport Plus: Next Business Day Onsite, 4 Years	716-4296	-	13	-
ProSupport Plus: 7x24 Technical Support, 4 Years	716-4301	-	13	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	13	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	13	-
Dell Pro Micro QCM1250	658-BFVZ	-	13	-

Foxit PDF Editor with AI Assistant	634-CLHT	-	13	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	13	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	13	-
CFI Routing SKU	365-0257	-	13	-
Configuration Services	368-0001	-	13	-
CFI,Information,Optiplex, Only,Factory Install	371-0950	-	13	-
CFI,Information,Estar,CFI,Allo wed,Factory Install	372-9365	-	13	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	13	-
Time Definite Delivery Service for OptiPlex	368-1101	-	13	-
Date Specific Delivery Informa tion Service Fee	368-1102	-	13	-
Liftgate Service for Optiplex	368-1204	-	13	-
Advance Delivery Notice for Op tiPlex	368-1207	-	13	-
CFI, Information, Complete Des tination Bundle, Optiplex	368-1306	-	13	-
CFI,DLVRY,INFO,CEVA,FACTORY IN STALL	382-6230	-	13	-
Futuristic Order Flag SKU	800-BBCF	-	13	-

	Unit Price	Quantity	Subtotal
	\$491.82	38	\$18,689.16

Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB

Estimated delivery if purchased today:
Oct. 01, 2025
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB	210-BGMM	-	38	-
Advanced Exchange Service 3 Years	844-1960	-	38	-
Dell Limited Hardware Warranty	844-1966	-	38	-
DellPlus,Dellivery, Information,Time Defn, Periphal,Customer Install	368-6101	-	38	-
CFI,Information,Date,Specific, Periphal,Customer Install	368-6102	-	38	-
CFI Information,Liftgate, Peripheral,Customer Install	368-6204	-	38	-
CFI,Delivery,Information, Advance Delivery Notice, Factory Install	368-6207	-	38	-
DellPlus,Dellivery, Information,Complete Dest, Peripheral,Customer Install	368-6306	-	38	-
CFI,DLVRY,INFO,CEVA,CUSTOMER INSTALL	382-6332	-	38	-
Futuristic Order Flag SKU	800-BBCF	-	38	-

Subtotal:	\$86,476.13
Shipping:	\$1,261.45
Estimated Tax:	\$0.00
Total:	\$87,737.58

Shipping Group 2 of 3, Details

Shipping To	Shipping Method
BILL HERMAN VILLAGE OF DOWNERS GROVE 850 CURTISS ST DOWNERS GROVE, IL 60585 (630) 434-5567	VALS Delivery

		Unit Price	Quantity	Subtotal
SI# 350102 Dell Pro 16 Plus (PB16250) XCTO Base		\$1,525.12	31	\$47,278.72
Estimated delivery if purchased today: Oct. 27, 2025 Contract # C000001019611 Customer Agreement # NCPA 01-143				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 16 Plus (PB16250) XCTO Base	210-BPCJ	-	31	-
Intel(R) Core(TM) Ultra 7 268V vPro(R) (48 TOPS NPU, 8 cores, up to 5.0 GHz) with 32GB Memory	379-BFXL	-	31	-
Windows 11 Pro, Copilot+ PC	619-BBGJ	-	31	-
32 GB: LPDDR5x, 8533 MT/s (onboard)	370-BCNR	-	31	-
Integrated Intel® Arc™ graphics for Intel® Core™ Ultra 7 268V vPro® processor, 32 GB LPDDR5x memory	338-CRJJ	-	31	-
512 GB TLC SSD	400-BSLF	-	31	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	31	-
16", Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, 5MP+IR Cam	391-BJPV	-	31	-
No Fingerprint Reader, No Smart Card Reader, No RJ-45	346-BLJG	-	31	-
5MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBJW	-	31	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	31	-
Intel® BE201 WLAN Driver	555-BLRT	-	31	-
Intel Wi-Fi 7 BE201, 2x2, 802.11be, Bluetooth 5.4 wireless card	555-BLMQ	-	31	-
3-cell, 45 Wh, ExpressCharge Capable, Long Life Cycle, 3-year limited hardware warranty	451-BDKW	-	31	-
65W AC adapter, USB Type-C	492-BDTG	-	31	-
E4 Power Cord 1M for US	537-BBDO	-	31	-
Quick Start Guide	340-DTVS	-	31	-
Documentation	340-DNBV	-	31	-
ENERGY STAR Qualified	387-BBLW	-	31	-
Custom Configuration	817-BBBB	-	31	-
Dell Pro 16 Plus Mix Model	340-DSLY	-	31	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	31	-
Intel Core Ultra 7 vPro Processor Label	389-FJMJ	-	31	-
iRST not selected	409-BCWL	-	31	-
No WWAN (WLAN only) Tray	321-BLQD	-	31	-
Intel® vPro® Enterprise Technology Enabled	631-BCBJ	-	31	-

Intel(R) Connectivity Performance Suite	640-BBTF	-	31	-
Dell Limited Hardware Warranty	714-0464	-	31	-
ProSupport Plus: Next Business Day Onsite, 1 Year	714-6667	-	31	-
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	714-6683	-	31	-
ProSupport Plus: Accidental Damage Service, 4 Years	714-6701	-	31	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	714-6702	-	31	-
ProSupport Plus: 7x24 Technical Support, 4 Years	714-6703	-	31	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	31	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	31	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	31	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	31	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	31	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	31	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	31	-
CFI Routing SKU	365-0257	-	31	-
Configuration Services	368-0001	-	31	-
CFI,Information Latitude,Notebook,Only	371-0940	-	31	-
CFI,Information,Estar,CFI,Allo wed,Factory Install	372-9365	-	31	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	31	-
Time Definite, Service,Latitud e	368-2101	-	31	-
CFI,Date Specific Service,Lat	368-2102	-	31	-
Liftgate Service Latitude	368-2204	-	31	-
Advance Delivery Notice Fee, L atitude	368-2207	-	31	-
CFI,Complete Destination Bundl e,Latitude	368-2306	-	31	-
CFI,DLVRY,INFO,CEVA.FACTORY IN STALL	382-6305	-	31	-
Futuristic Order Flag SKU	800-BBCF	-	31	-

	Unit Price	Quantity	Subtotal
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	\$33.67	35	\$1,178.45

Estimated delivery if purchased today:
Oct. 27, 2025
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-AJIS	-	35	-

	Unit Price	Quantity	Subtotal
SI# 350002 Dell Pro Micro QCM1250	\$1,030.59	10	\$10,305.90

Estimated delivery if purchased today:
Oct. 27, 2025
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 7 265T (R) (13 TOPS NPU, 20 cores, up to 5.3GHz)	338-CRZR	-	10	-
Windows 11 Pro	619-BBQD	-	10	-

32 GB: 2 x 16 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCVW	-	10	-
512GB SSD TLC	400-BSWX	-	10	-
Internal WiFi Antenna	555-BLWT	-	10	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	10	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLZP	-	10	-
Dell Pro Micro with 35W Processor	329-BKRP	-	10	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	10	-
Mouse included with Keyboard	570-AADI	-	10	-
ENERGY STAR Qualified	387-BBLW	-	10	-
US Power Cord	450-AAZN	-	10	-
Documentation	340-DNBV	-	10	-
Watch Dog SRV	379-BFYR	-	10	-
Quick Start Guide	340-DTWQ	-	10	-
US/Canada Battery Warning Label	389-FKHG	-	10	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	10	-
Shipping Material, MPP Cushion	340-DTXM	-	10	-
Shipping Label	389-BBUU	-	10	-
Regulatory Label for 90W Adapter	389-FKNR	-	10	-
Driver/APP for IRST	658-BFTS	-	10	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	10	-
Desktop BTO Standard shipment	800-BBIO	-	10	-
Dell Pro Micro QCM1250	210-BPPW	-	10	-
No vPro(R) support	631-BCFK	-	10	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	10	-
Custom Configuration	817-BBBB	-	10	-
1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	10	-
Internal Speaker	520-BBGY	-	10	-
Optional USB Type-C with DisplayPort Alt mode and Power-In Support	382-BBQK	-	10	-
90 Watt A/C Adapter	450-ALFO	-	10	-
No Option Included	340-ACQQ	-	10	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	10	-
Dell Limited Hardware Warranty Plus Service	716-3403	-	10	-
ProSupport Plus: Accidental Damage Service, 4 Years	716-4286	-	10	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	716-4291	-	10	-
ProSupport Plus: Next Business Day Onsite, 4 Years	716-4296	-	10	-
ProSupport Plus: 7x24 Technical Support, 4 Years	716-4301	-	10	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	10	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	10	-
Dell Pro Micro QCM1250	658-BFVZ	-	10	-

Foxit PDF Editor with AI Assistant	634-CLHT	-	10	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	10	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	10	-
CFI Routing SKU	365-0257	-	10	-
Configuration Services	368-0001	-	10	-
CFI,Information,Optiplex, Only,Factory Install	371-0950	-	10	-
CFI,Information,Estar,CFI,Allo wed,Factory Install	372-9365	-	10	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	10	-
Time Definite Delivery Service for OptiPlex	368-1101	-	10	-
Date Specific Delivery Informa tion Service Fee	368-1102	-	10	-
Liftgate Service for Optiplex	368-1204	-	10	-
Advance Delivery Notice for Op tiPlex	368-1207	-	10	-
CFI, Information, Complete Des tination Bundle, Optiplex	368-1306	-	10	-
CFI,DLVRY,INFO,CEVA,FACTORY IN STALL	382-6230	-	10	-
Futuristic Order Flag SKU	800-BBCF	-	10	-

	Unit Price	Quantity	Subtotal
	\$491.82	35	\$17,213.70

Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB

Estimated delivery if purchased today:
Oct. 27, 2025
Contract # C000001019611
Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB	210-BGMM	-	35	-
Advanced Exchange Service 3 Years	844-1960	-	35	-
Dell Limited Hardware Warranty	844-1966	-	35	-
DellPlus,Dellivery, Information,Time Defn, Periphal,Customer Install	368-6101	-	35	-
CFI,Information,Date,Specific, Periphal,Customer Install	368-6102	-	35	-
CFI Information,Liftgate, Peripheral,Customer Install	368-6204	-	35	-
CFI,Delivery,Information, Advance Delivery Notice, Factory Install	368-6207	-	35	-
DellPlus,Dellivery, Information,Complete Dest, Peripheral,Customer Install	368-6306	-	35	-
CFI,DLVRY,INFO,CEVA,CUSTOMER INSTALL	382-6332	-	35	-
Futuristic Order Flag SKU	800-BBCF	-	35	-

Subtotal:	\$75,976.77
Shipping:	\$1,235.67
Estimated Tax:	\$0.00
Total:	\$77,212.44

Shipping Group 3 of 3, Details

Shipping To	Shipping Method
BILL HERMAN VILLAGE OF DOWNERS GROVE 850 CURTISS ST DOWNERS GROVE, IL 60585 (630) 434-5567	VALS Delivery

		Unit Price	Quantity	Subtotal
SI# 350002 Dell Pro Micro QCM1250		\$1,030.59	21	\$21,642.39
Estimated delivery if purchased today: Nov. 17, 2025 Contract # C000001019611 Customer Agreement # NCPA 01-143				
Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 7 265T (R) (13 TOPS NPU, 20 cores, up to 5.3GHz)	338-CRZR	-	21	-
Windows 11 Pro	619-BBQD	-	21	-
32 GB: 2 x 16 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCVW	-	21	-
512GB SSD TLC	400-BSWX	-	21	-
Internal WiFi Antenna	555-BLWT	-	21	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	21	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLZP	-	21	-
Dell Pro Micro with 35W Processor	329-BKRP	-	21	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	21	-
Mouse included with Keyboard	570-AADI	-	21	-
ENERGY STAR Qualified	387-BBLW	-	21	-
US Power Cord	450-AAZN	-	21	-
Documentation	340-DNBV	-	21	-
Watch Dog SRV	379-BFYR	-	21	-
Quick Start Guide	340-DTWQ	-	21	-
US/Canada Battery Warning Label	389-FKHG	-	21	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	21	-
Shipping Material, MPP Cushion	340-DTXM	-	21	-
Shipping Label	389-BBUU	-	21	-
Regulatory Label for 90W Adapter	389-FKNR	-	21	-
Driver/APP for IRST	658-BFTS	-	21	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	21	-
Desktop BTO Standard shipment	800-BBIO	-	21	-
Dell Pro Micro QCM1250	210-BPPW	-	21	-
No vPro(R) support	631-BCFK	-	21	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	21	-
Custom Configuration	817-BBBB	-	21	-
1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	21	-

Internal Speaker	520-BBGY	-	21	-
Optional USB Type-C with DisplayPort Alt mode and Power-In Support	382-BBQK	-	21	-
90 Watt A/C Adapter	450-ALFO	-	21	-
No Option Included	340-ACQQ	-	21	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	21	-
Dell Limited Hardware Warranty Plus Service	716-3403	-	21	-
ProSupport Plus: Accidental Damage Service, 4 Years	716-4286	-	21	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	716-4291	-	21	-
ProSupport Plus: Next Business Day Onsite, 4 Years	716-4296	-	21	-
ProSupport Plus: 7x24 Technical Support, 4 Years	716-4301	-	21	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	21	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	21	-
Dell Pro Micro QCM1250	658-BFVZ	-	21	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	21	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	21	-
CFI Titan Code for CFI FIDA or Bypass SI	364-1846	-	21	-
CFI Routing SKU	365-0257	-	21	-
Configuration Services	368-0001	-	21	-
CFI,Information,Optiplex, Only,Factory Install	371-0950	-	21	-
CFI,Information,Estar,CFI,Allo wed,Factory Install	372-9365	-	21	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	21	-
Time Definite Delivery Service for OptiPlex	368-1101	-	21	-
Date Specific Delivery Informa tion Service Fee	368-1102	-	21	-
Liftgate Service for Optiplex	368-1204	-	21	-
Advance Delivery Notice for Op tiPlex	368-1207	-	21	-
CFI, Information, Complete Des tination Bundle, Optiplex	368-1306	-	21	-
CFI,DLVRY,INFO,CEVA,FACTORY IN STALL	382-6230	-	21	-
Futuristic Order Flag SKU	800-BBCF	-	21	-
		Unit Price	Quantity	Subtotal
Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB		\$491.82	31	\$15,246.42
Estimated delivery if purchased today: Nov. 17, 2025 Contract # C000001019611 Customer Agreement # NCPA 01-143				

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 34 Plus Video Conferencing Monitor - P3424WEB	210-BGMM	-	31	-
Advanced Exchange Service 3 Years	844-1960	-	31	-
Dell Limited Hardware Warranty	844-1966	-	31	-
DellPlus,Dellivery, Information,Time Defn, Periphal,Customer Install	368-6101	-	31	-
CFI,Information,Date,Specific, Periphal,Customer Install	368-6102	-	31	-
CFI Information,Liftgate, Peripheral,Customer Install	368-6204	-	31	-

CFI,Delivery,Information, Advance Delivery Notice, Factory Install	368-6207	-	31	-
DellPlus,Dellivery, Information,Complete Dest, Peripheral,Customer Install	368-6306	-	31	-
CFI,DLVRY,INFO,CEVA,CUSTOMER INSTALL	382-6332	-	31	-
Futuristic Order Flag SKU	800-BBCF	-	31	-
Subtotal:				\$36,888.81
Shipping:				\$812.70
Estimated Tax:				\$0.00
Total:				\$37,701.51

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

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

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

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

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

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

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

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

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



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

RFP # 45-22 Technology Solutions, Products and Services

Thursday, November 17, 2022





One Dell Way
Round Rock, TX 78682
USA
www.dell.com

Thursday, November 17, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene Texas 79601

Dear Procurement Officer,

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

The value of our offering includes:

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

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Stacey Skala".

Stacey Skala
Proposal Manager

Table of Contents

Tab 1 - Master Agreement / Signature	4
Tab 2 - NCPA Administration Agreement.....	14
Tab 3 - Vendor Questionnaire	18
Tab 4 - Vendor Profile	22
Tab 5 - Products and Services / Scope	35
Tab 6 - References	52
Tab 7 - Pricing	58
Tab 8 - Value Added Products and Services.....	59
Dell Lifecycle Services	59
Innovation in Education with Dell Technologies.....	74
Tab 9 - Required Documents	83
Proposal Legal Notes	99
Tab - Appendices	101
Appendix A - Dell and the Environment	102
Appendix B - Dell's Diversity and Equal Employment Opportunity Policy.....	105
Appendix C - Dell Supplier Diversity Program	107
Appendix D - Dell Premier for IT Procurement Overview.....	109
Appendix E - Dell Limited Hardware Warranty	116
Appendix F - Dell Return Policy	131
Appendix G - Vendor Certifications.....	133
Appendix H - Dell Financial Services	139

Tab 1 - Master Agreement / Signature

Customer Support

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

Disclosures

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

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

Renewal of Contract

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

Funding Out Clause

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

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

Shipments (if applicable)

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

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

Tax Exempt Status

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

Payments

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

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

Adding Authorized Distributors/Dealers

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

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

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

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

Pricing

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

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

Warranty

Proposal should address the following warranty information:

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

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

Safety

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

Permits

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

Indemnity

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

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

Franchise Tax

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

Supplemental Agreements

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

Services Agreements.

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

Dell APEX Cloud Services.

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

Dell APEX Flex on Demand.

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

Leasing and Financing; Payment Solutions.

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

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

Certificates of Insurance

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

Legal Obligations

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

Protest

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

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

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

Force Majeure

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

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

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

Prevailing Wage

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

Termination

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

Open Records Policy

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

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

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

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

Compliance with Laws

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

Limitation of Liability

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

Software.

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

Acceptance.

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

Hardware Returns and Exchanges.

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

Changed or Discontinued Products or Services.

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

Proprietary Rights

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

For Reseller transactions:

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

Shipping Charges; Title; Risk of Loss.

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

Excluded Data

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

U.S. Government Restricted Rights.

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

Taxes.

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

SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Dell Marketing, L.P.

Company Name

One Dell Way

Address

Round Rock

City

TX

State

78286

Zip

512.720.7429

Telephone Number

Fax Number

Stacey.Skala@Dell.com

Email Address

Stacey Skala

Printed Name

Proposal Manager

Position



Authorized Signature

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

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