


# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>		Supplier Contract No.		SC-00003210		
<b>City &amp; County of Denver</b>		Date:	April 3, 2019	Revision No.		
Purchasing Division		Payment Terms	Net 30	Ordinance (as applicable):		
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION			
Denver, CO 80202		Ship Via	Vendor			
United States		Buyer:	Andrew Miskell			
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	(720) 913-8159			

Workday Supplier ID: DENVR0000006462 Phone: (512) 513-8918

Email: Rob.Shumway@dell.com

Dell Marketing L.P.  
One Dell Way  
Round Rock, TX, 78682

Ship To: Various locations within the City and County of Denver

Bill To: As Specified By Agency

Attn: Rob Shumway  
Colorado Secretary of State ID: 20081394634  
U.S. Federal SAM Registry Verification Date: 07/27/2018

**1. Goods/Services:**

Dell Marketing, L.P., a Texas Limited Partnership, (“Vendor” or “Supplier”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

**2. Ordering:**

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

**3. Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the Term of this Master Purchase Order. At the time of any option year renewal, Vendor will negotiate in good faith new pricing. Such pricing will depend on volume commitment, standardization practice, online purchasing practices, delivery requirements and other related factors. If any original configurations proposed reach the end of their life cycle, Vendor will work with the City to develop a plan for a smooth transition to a comparably configured replacement from the same family and category of Dell-branded product.”

**4. Extension or Renewal:**

The effective period of this Master Purchase Order shall be from the date of City Signature, to and including October 31, 2019 (the “Term”). It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than four (4) yearly extensions shall be made to the original Master Purchase Order.

**5. Non-Exclusive:**

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

**6. Inspection and Acceptance:**

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

**Vendor’s Return Policy:**

Dell offers the City the option to return most products the City purchases directly from Dell. The City may return eligible products for a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees, as set forth in detail below.

30-Day Return Period for Certain Hardware and Software Products and Accessories: Except as provided below, all hardware, accessories, peripherals, parts, and certain media-based software that is unopened and still in its sealed package may be returned within 30 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and

handling and any applicable restocking fees. Any product returned to Dell without prior authorization from Dell will be considered an unauthorized return, and the City will not receive credit for the product and Dell will not ship the product back to you.

Notations and Exceptions to Dell's 30-Day Return Period:

- New PowerEdge, PowerConnect, and PowerVault products purchased directly from Dell may be returned within 30 days from the date on the packing slip or invoice.
- New Vostro, Optiplex, Latitude, and Dell Precision systems purchased directly from divisions designated by Dell as Commercial or Public may be returned within 30 days from the date on the packing slip or invoice.
- Application software and operating systems that have been installed by Dell may be returned only if installed on a returnable system, and only if City returns that system within the applicable return period.
- Software licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.

**How to Return a Product:** Before returning a product, City must first contact Dell City service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an e-mail to City service to request a CRA number, go to [www.dell.com/contact](http://www.dell.com/contact), or see the "Contacting Dell" or "Getting Help" section of a City's specific documentation. NOTE: City must ship the product to Dell within 5 days of the date that Dell issues the Credit Return Authorization number as follows:

- Ship back all products City is seeking to return to Dell and for which City received a CRA number. For partial returns, a City's credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation, and any other items that were included in City's original shipment.
- Ship the products at City's expense, and insure the shipment or accept the risk of loss or damage during shipment.
- In the event that Dell has shipped the incorrect item, the City will return items at Dell's expense. Dell will insure the shipment or accept the risk of loss or damage during shipment.

Upon receipt of City's return, Dell will issue a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees subject to this policy.

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

## **7. Shipping, Taxes and Other Credits and Charges:**

Except for expedited shipments as requested by the City, all shipping is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name and contain a delivery or packing slip. Except for expedited shipments as requested by the City, Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, charges or fees. Title to products passes from Dell to City upon shipment to shipment to City (except title to any software included with the products remains with the applicable licensors). Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by City is City's responsibility. Shipping and deliver dates are provided as estimates only. City must notify Dell within thirty (30) calendar days of the date of its invoice or acknowledgement if City believes any part of its order is missing, wrong, or damaged. Vendor shall comply with any additional delivery terms specified herein. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services.

## **8. Risk of Loss:**

Loss or damage that occurs during shipping by a carrier selected by Dell is Dell's responsibility. Loss or damage that occurs during shipping by a carrier selected by City is City's responsibility.

**9. Invoice:**

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **Twenty-Five Million Dollars (\$25,000,000.00)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

Any changes or amendments must be mutually agree to in writing by Dell and the City.

**12. Warranty:**

**A. Limited Warranty.**

i. Warranties for products and services shall be provided as indicated in the product and services schedules. except as expressly stated in the schedules or in the applicable documentation, dell (including its affiliates, contractors, and agents, and each of their respective employees, directors, and officers), on behalf of itself and its suppliers and licensors (collectively, the "dell parties") makes no express or implied warranty with respect to any of the products, software, deliverables or services, including but not limited to any warranty (a) of merchantability, fitness for a particular purpose, performance, suitability, or non-infringement; (b) relating to third-party products; or (c) relating to the results or performance of the product or services, including that the product or services will be provided without interruption or error.

ii. Warranties do not cover damage due to external causes, such as accident, abuse. Problems with electrical power service not performed or authorized by dell (including installation or de-installation). Usage not in accordance with the documentation, normal wear and tear, or use of parts and components not supplied or intended for use with the product or services. warranties do not apply to third-party products. Any warranty on a thirdparty product is provided by the publisher provider, or original manufacturer.

iii. Nothing in this section shall exclude or limit dell's warranty or liability for losses that may not be lawfully excluded or limited by applicable law. some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract, breach of implied terms, or incidental or consequential damages. some jurisdictions do not always enforce class action or jury waivers, and may limit forum selection clauses and statute of limitations provisions, as such, only the limitations that are lawfully applied to city in city's jurisdiction will apply to city and dell's liability will be limited to the maximum extent permitted by applicable law.

**B. High-Risk Disclaimer.** Dell shall not be liable to the City for use of the product or service in hazardous or high-risk environments requiring fail-safe performance, in which the failure or malfunction of the product or services could lead directly to death, personal injury, or severe physical or property damage. Such use is at City's own risk, even if Dell knows of such use, and Dell expressly disclaims any express or implied warranty of fitness for such high-risk activities.

**Limited Warranties**

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

that listed on your packing slip, invoice, receipt or other sales documentation. Additional details related to warranty duration are listed below. The services will be provided in a good and workmanlike manner.

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

This limited hardware warranty does not cover:

Software, including without limitation, the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software or the reloading of software.

- Non Dell-branded products and accessories
- Problems that result from:
  - External causes such as accident, abuse, misuse or problems with electrical power.
  - Servicing not authorized by Dell.
  - Usage that is not in accordance with product instructions.
  - Failure to follow the product instructions or failure to perform preventive maintenance.
  - Problems caused by using accessories, parts or components not supplied by Dell.
- Products with missing or altered service tags or serial numbers
- Products for which Dell has not received payment
- Normal wear and tear

### **13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. Dell shall defend and indemnify City against any third-party claim or action of infringement or misappropriation of that third party's U.S. patent, copyright, trade secret, or other intellectual property rights, to the extent arising from Dell's performance or delivery of the products, software and services (excluding Third-Party Products and open source software) (an "Indemnified Claim"). In addition, if Vendor receives prompt notice of an Indemnified Claim that, in Vendor's reasonable opinion, is likely to result in Vendor's inability to continue providing or performing the products, software and services, then Vendor shall at its option, (1) obtain a right for City to continue using such products, software and services or allow Vendor to continue performing the services; (2) modify such products, software, services or Deliverables to make them non-infringing; (3) replace such products, software, services, or Deliverables with a non-infringing substitute; or (4) 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 products, software and services. Notwithstanding the foregoing, Vendor shall have no obligation under this Indemnification Section for any claim resulting or arising from (1) modifications of the products or services that were not performed by Vendor; (2) the combination of the Dell Product, Dell Software, Dell Service or Deliverables with a Third-Party Product (the combination of which causes the claimed infringement); (3) Vendor's compliance with City's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by City or (4) City's failure to incorporate free Software updates or upgrades that would have avoided the alleged infringement (collectively, the "Excluded Claims"). Vendor's duty to indemnify and defend under this Indemnification Section is contingent upon: (1) Vendor receiving prompt written notice of the third-party claim or action for which Vendor must indemnify City, (2) Vendor having the right to solely control the defense and resolution of such claim or action, and (3) City's full cooperation with Vendor in defending and resolving such claim or action. This Indemnification Section states City's sole and exclusive remedies for any damages arising from a third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Vendor to provide any greater indemnity to City.

City shall be responsible for (1) City's failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer, or associated with non-Dell software or other components directed or requested by City to be accessed, installed or integrated as part of the products, software and services; (2) City's breach of Vendor's proprietary rights as stated in this Agreement or applicable Schedule(s) or SOW(s); (3) any inaccurate representation regarding the existence of an export license, failure to provide information to Vendor to obtain an export license or any allegation made against Dell due to City's violation or alleged violation of applicable export laws, regulations, or orders; (4) City providing (or providing access to) Excluded Data to Vendor and (5) the Excluded Claims.

Vendor shall defend and indemnify the City against any third-party claim or action for personal bodily injury, including death, to the extent directly caused by the indemnifying party's gross negligence or willful misconduct in the course of performing its obligations under this Agreement.

**Limitation of Liability.**

i. Except for an unauthorized disclosure of confidential information, infringement/misappropriation of intellectual property or as otherwise set forth in the applicable schedules, neither party will be liable for any incidental, indirect, punitive, special, or consequential damages, or for any (a) loss of revenue, income, profit, savings or business opportunity; (b) lost or corrupted data or software, loss of use of a system or network, or the recovery of such; (c) business interruption or downtime; (d) loss of goodwill or reputation; (e) products, software or deliverables not being available for use; or (f) the procurement of substitute solutions; arising out of or in connection with the solutions provided hereunder

ii. Except for city's breach of its payment obligations, an unauthorized disclosure of confidential information, infringement/misappropriation of intellectual property or as otherwise set forth in the applicable schedules, neither party's total liability for any and all claims arising out of or in connection with this agreement and/or any products, software or services provided hereunder will exceed the greater of \$5,000,000 or the total amount received by vendor during the prior 12 months of this contract from the city.

iii. These limitations, exclusions, and disclaimers shall apply to all claims for damages, whether based in contract, warranty, strict liability, negligence, tort, or otherwise, to the extent permitted by applicable law. insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation compliant with applicable law. the parties agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for vendor providing products, software, or services to city, and such limitations 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 or failures.

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third Party Beneficiary:**

Except for inner corporate transfers and subcontracting and as provided in this section, Vendor shall not assign all of its rights under this Master Purchase Agreement. The parties are independent contractors. No provision of this Agreement will or shall be deemed to create an association, trust, partnership, joint venture or other entity or similar legal relationship between Vendor and City, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to such entities. Neither party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement. Dell has the right to subcontract or delegate the performance of its obligations under this Agreement in whole or in part, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise, provided that Dell shall remain responsible for the performance of its obligations under this Agreement. Otherwise, neither party may, whether voluntarily, by contract or by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, through government action or order, or otherwise, assign, delegate or transfer any of its rights or obligations under this Agreement to any third party without the other party's prior written consent, except in connection with a merger, consolidation or dissolution of all or substantially all of such party's assets or business, provided that such party's successor entity assumes in writing all of such party's obligations under this Agreement and agrees in writing to be bound by this Agreement. Any attempted assignment, transfer or delegation in violation of the foregoing will be null and void. Any assignment by City of its purchase order to a third-party financing company

(other than Dell Financial Services, LLC) must be approved in advance in writing by Dell. This Contract is intended solely for the benefit of City and Vendor with no third party beneficiaries

**18. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

**19. Compliance With Laws:**

Each party agrees to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. City acknowledges that the products, software and services provided under this Agreement, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which City or its systems are located; and may also be subject to the customs and export laws and regulations of the country in which the products, software and services is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. City also may be subject to import or re-export restrictions in the event City transfers the Products, Software or Deliverables from the country of delivery and City is responsible for complying with applicable restrictions. If any software provided by City and used as part of the products, software and services contains encryption, then City agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the U.S. Government or any other applicable national government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, City is solely responsible for obtaining any necessary permissions relating to software that it exports. Dell also may require export certifications from City for City-provided software. Dell's acceptance of any order for a products, software and services is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government. Dell is not liable for delays or failure to deliver products, software and services resulting from City's failure to obtain such license or to provide such certification.

Dell is not responsible for determining whether any Third-Party Product to be used in the products, software and services, satisfies the local regulatory requirements of the country to which such products, software and services is to be delivered or performed, and Dell shall not be obligated to provide any products, software and services where the resulting products, software and services is prohibited by law or does not satisfy the local regulatory requirements.

City acknowledges that no part of the products, software and services is designed with security and access management for the processing and/or storage of the following categories of data unless expressly otherwise stated in a particular SOW or Schedule: (1) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) personally identifiable information that is subject to heightened security requirements under HIPAA or FERPA and as a result of City's internal policies or practices, industry-specific standards or by law (collectively referred to as "Excluded Data"). City hereby agrees that City is solely responsible for reviewing data that it will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data. In Dell's performance of the products, software and services, Dell may obtain information related to City's use of the products, software and services. City agrees that Dell may use such information in an aggregated, anonymized form to assist in improving and optimizing various aspects of the Solution or in support of generic marketing activities related to the products, software and services.

**20. Insurance:**

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached

to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**21. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

**22. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

**23. No Construction Against Drafting Party:**

No provision of this Master Purchase Order shall be construed against the drafter.

**24. Status of Vendor/Ownership of Work Product:**

Unless otherwise provided for in an individual statement of work, all right, title, and interest in and to the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products, Deliverables and all content and other items included with or as part of the Products, Services, Software, or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data, feedback, photographs, graphs, videos, typefaces, music, sounds, and software, as well as the methods by which any Services are performed and the processes that make up the Services, shall belong solely and exclusively to Dell or its suppliers or licensors, and City shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement or the applicable Schedule.

**25. Records and Audits:**

City audits must be limited to relevant invoices and purchase orders and are subject to reasonable advance written notice to Dell and will occur no more than once annually.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**Additional Agreements.** This Agreement, together with the applicable Schedules, form a legally binding contract between City and Dell. The Schedules, if executed, shall apply in the following manner:

- i. City's purchase of Products is further subject to the additional terms of the product schedule.
- ii. Dell's performance of Services are further subject to the additional terms of the services schedule or SOW.
- iii. City's use of any Software is subject solely to the separate applicable software license terms that are provided with the Software, included with the Software media packaging, or presented to City during the installation or use of the Software. City agrees that City will be bound by such license agreement. If no license terms accompany the Dell-branded Software, then Customer's use of such Software is subject to the additional terms of the "**Software License Schedule.**" If no such schedule has been executed by the parties, then use of Dell-branded Application Software is subject solely to the Dell End User License Agreement – Type A located at [www.Dell.com/AEULA](http://www.Dell.com/AEULA), and use of Dell-branded System Software is subject solely to the End User License Agreement — Type S located at [www.Dell.com/SEULA](http://www.Dell.com/SEULA). International purchases of eligible licenses are provided under Dell's International Sales Agent Agreement ("ISSA") (provided upon request).

**Order of Precedence.** In the event of a conflict between agreements, the terms will be interpreted in the following order of precedence: (1) This Agreement; (2) SOWs; and (3) the Schedules.

**30. Advertising and Public Disclosure:**

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. No Employment of Illegal Aliens to Perform Work Under The Agreement:**

- a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Contractor certifies that:
  - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. The Contractor also agrees and represents that:
  - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.



- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

### **32. Federal provisions:**

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with 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 regulations (41 CFR Part 60). DAVIS-BACON ACT COMPLIANCE Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). ANTI-KICKBACK ACT COMPLIANCE Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). CONTRACT WORK HOURS AND SAFETY STANDARDS Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. CLEAN AIR AND WATER REQUIREMENTS Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. ENERGY CONSERVATION REQUIREMENTS The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) NO SUSPENSION OR DEBARMENT Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. BYRD ANTI-LOBBYING. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

### **33. DRMC - Cooperative Purchasing:**

This agreement is pursuant to DRMC 20-64.5 – Cooperative Purchasing.

### **34. DRMC – City Council Action/Approval:**

This agreement is pursuant to DRMC 3.26(e) – City Council action, and is considered void without such action being taken.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Dell Marketing L.P.  
(Company Name)

By: [Signature]  
(Authorized Signature)

Print Name: Sadie Robbins

Title: Sr. Contract Manager

Date: 4/2/19

City & County of Denver, Purchasing Division

By: [Signature]

Print Name: Andrew Miskell

Title: Senior Buyer

Date: 04/03/2019

Supervisor Initial: MPR

**EXTENSION / RENEWALS:**

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO. Invoicing must contain the individual PO number that corresponds with the order. General inquiries, not specific to an individual order, shall reference the above MPO.

**Extension No. 1** \_\_\_\_\_

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on \_\_\_\_\_.

Should you desire to extend this contract to and including \_\_\_\_\_, and revise the aggregate amount to \$ \_\_\_\_\_, please return this page with your signature.

**City & County of Denver, Purchasing Division**

**Vendor Name:** \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note:

**Extension No. 2** \_\_\_\_\_

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on \_\_\_\_\_.

Should you desire to extend this contract to and including \_\_\_\_\_, and revise the aggregate amount to \$ \_\_\_\_\_, please return this page with your signature.

**City & County of Denver, Purchasing Division**

**Vendor Name:** \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note:

**EXTENSION / RENEWALS:**

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO. Invoicing must contain the individual PO number that corresponds with the order. General inquiries, not specific to an individual order, shall reference the above MPO.

**Extension No. 3** \_\_\_\_\_

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on \_\_\_\_\_.

Should you desire to extend this contract to and including \_\_\_\_\_, and revise the aggregate amount to \$ \_\_\_\_\_, please return this page with your signature.

**City & County of Denver, Purchasing Division**

**Vendor Name:** \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note:

**Extension No. 4** \_\_\_\_\_

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on \_\_\_\_\_.

Should you desire to extend this contract to and including \_\_\_\_\_, and revise the aggregate amount to \$ \_\_\_\_\_, please return this page with your signature.

**City & County of Denver, Purchasing Division**

**Vendor Name:** \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note:

**EXHIBIT "A"**

**Supplier Contract No:** SC-00003210  
**Supplier Name:** Dell Marketing L.P.  
**Title:** Computer Equipment, Hardware Peripherals, and Related Hardware Services

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**It is recommended that you use your Supplier Contract No. – SC-00003210, in all future correspondence, billing, invoicing or other communications.**

All items on this Master Purchase Order will be purchases pursuant to DRMC 20-64.5. The original agreement is with the Region 14 Education Service Center and is present with National Cooperative Purchasing Alliance (NCPA) Contract # 01-42. The terms and conditions listed within this Master Purchase Order Agreement shall supersede and replace those found within the NCPA contract and shall govern for the term of this contract.

Description of the goods, and services related thereto, being purchased and pricing:

**1) GENERAL DESCRIPTION OF CONTRACT**

- a) The general purpose of this master purchase order/supplier contract is to provide all City and County of Denver City Agencies with all products sold by and through Dell, for all Dell brand computers and computer accessories, and non-Dell brand computer accessories. The terms and conditions for all products found within this supplier contract shall cover all purchases from this Supplier for the entire term of the contract.

**2) GENERAL REQUIREMENTS:**

- a) Dell shall provide technical support to the City's IT Desktop Support Staff via an 800 telephone number or local telephone number at no extra cost to the City. Telephone support must be available 7:00 A.M. to 4:00 P.M., Mountain Time, Monday through Friday. Dell shall have the ability to provide free technical support via the Internet for hardware twenty-four (24) hours a day, seven (7) days a week. City acknowledges that Dell's technical support is detailed in the attached support documentation.
- b) When telephone support is necessary, Dell shall not have an average maximum hold time which exceeds 10 minutes; and if it is necessary to return a call to Dell for additional support regarding the same problem, the call shall be escalated to a more experienced support technician. The City acknowledges that Dell's technical support is detailed in the attached support documentation which may vary from the above. Additionally, Dell offers to the City Dell Online Self Dispatch enrollment for 5 years at no fee to the City, a \$7,500 savings.
- c) Dell shall identify all purchased equipment before shipping as "Property of City & County of Denver" via an asset tag. The City may require Dell display additional information on the asset tag.
- d) The City reserves the right to bid out separately any upgrade component in accordance with Dell supplied technical specifications and if in accordance with the applicable product warranty, without voiding warranty.
- e) Dell shall provide technical specifications for all components in sufficient detail as to allow the City to upgrade computer components (i.e. memory, video card, hard disk drive, etc.) without voiding warranty.
- f) Dell shall provide a training and certification process to authorize the technical staff from the City's IT teams to conduct in-house repairs, warranty repairs, installation of additional hardware or other changes to hardware without voiding warranties.

- g) Unless expressly stated otherwise by the Purchasing Division of the Department of General Services, purchase orders shall be utilized for all procurements under this contract. Dell will work with the City if any unauthorized purchases occur.
- h) Should a hardware configuration become unavailable during the time between a quotation is created and the equipment is ordered, Dell shall provide a replacement configuration that is equal to or better than the original configuration contained in the quotation at no additional cost to the City.
- i) Dell shall present product roadmaps for technology, at a minimum, on a quarterly basis to designated City employees. Presentations can be held at a location provided by the City or via the Internet. Other governmental jurisdictions using this contract may be in attendance as well.
- j) Dell shall supply at least one copy of full system documentation (system setup, identification of system components, configuration and upgrade procedures, operating system media, and any bundled diagnostic and utility software) for each type of computer and monitor to appropriate City representatives or other governmental jurisdiction using this contract. The documentation requirements shall be maintained/updated as the configurations are changed or modified over the term of this contract. Dell will work with the City to provide the documentation or the links to access this information.
  - i) Dell shall have a web portal designated to the City's account with the City's standardized items. The portal shall have the ability to create electronic quotes, process orders, customize standard equipment, ability to maintain multiple ship to (approximately 20) addresses and bill to addresses (approximately 5), maintain and honor electronic quotes for 30 days, ability to allow shopping for other items Dell offers, track shipping and any other related items pertaining to the management and order processing of this contract. Dell shall provide technical support specifically for the portal made available 7:00 A.M. to 4:00 P.M., Mountain Time, Monday through Friday.
- k) Dell shall notify the City in no less than 30 calendar days prior to a Dell branded model purchased by the City becoming end of life on Vendor's Premier Page under Image Watch, subject to the City having a specific Non-Disclosure Agreement for this information.
- l) Dell shall provide a training program that shall allow City employees to perform service repairs. The training program (Dell Online Self Dispatch) shall be provided to the City at no-charge.

### **3) DISPOSAL OF E-WASTE**

- a) Future considerations may be provided by the Supplier to the City and County of Denver, upon request the disposal of e-waste, both for Dell and non-Dell products, on behalf of the City. No City Agency(ies) shall be allowed to use this contract for the purposes of disposing of e-waste, unless previous written authorization has been provided by the General Services Purchasing Division only.

In the event that the City wishes to pursue a partnership with the Supplier to support and provide e-waste recycling services, this partnership shall be mutually negotiated and agreed upon by the Supplier and the City. This potential agreement shall be included as an amendment to this original agreement as an additional exhibit.

### **4) ADDITIONAL SERVICES**

- a) The Supplier may be allowed under this contract to be able to provide additional services, however, all purchases shall be vetted and approved by the General Services Purchasing Division prior to the start of any work. Additional services may include, but are not limited to, onsite server maintenance, design and consulting services for hardware configurations, etc. All services proposed shall have an authorized and current purchase order issued prior to the start of any work. If the Supplier begins any additional services prior to a purchase order being issued by the Purchasing Division, then the Supplier may be liable for non-payment for the services performed.

## 5) VOLUME PURCHASING

- a) Dell shall provide the City a 1% cash rebate on all purchases between the City and Dell on a quarterly basis. Dell will pay the rebate fee on all paid invoices of all products purchased by the City and the County of Denver under this Contract, less returns, credits and adjustments and send the report of all paid invoices and the rebate fee thirty (30) days following the end of each of Dell's fiscal quarters; which are generally tied to February through April, May through July, August through October, and November – January, with some quarters ending at the beginning of the next month. Unless the delay in payment is due solely to Dell's acts, any late payments will not be eligible for rebates. Dell will not pay a rebate unless the proper contract code is used. Dell and the City will work together to achieve compliance.

## 6) VOLUME AND USAGE RECORDS

- a) Dell shall maintain a record of purchases that are made in conjunction with this contract. Such records should include, but not be limited to, the following information:
- i) Contract number
  - ii) City agency requesting the product(s)
  - iii) Manufacturer's name and product number
  - iv) Quantity ordered
  - v) Back ordered quantity
  - vi) Total cost for the order
  - vii) Total annual amounts ordered and spent by the City
  - viii) Service tags and/or serial numbers of items purchased
  - ix) Dates of purchases
  - x) Warranty status and past warranty repairs

Dell will work with the City to provide a reasonable amount of individual customer purchase reports upon request by that customer. Such records shall be made available to the Purchasing Division.

## 7) PRODUCT CONFIGURATIONS

- a) Contracted item Dell branded configurations may be modified by the City and Dell over the term of the contract after City review and approval based on Dell's manufacturing schedules and changes in Dell's roadmap for technology.

To account for technological enhancements that will occur over the life of this contract and to ensure that the City is always receiving the most up to date computer equipment, Dell shall identify part numbers meeting or exceeding the City's specifications and to rank the following four components as to their position within their product offerings at the time of inception of this contract:

- Hard Drives
- Video Cards
- RAM Memory
- Processors

For example, the City requires a 250GB hard drive on the desktop computers. If, within Dell's hard drive offerings, Dell offers a 350GB, a 300GB and then the 250GB specified, 250GB would be Dell's "third" rated hard drive. For the purposes of this contract, Dell shall always provide the City with the "third" rate hard drive at the quoted price, with a minimum of 250GB required. Should technological enhancements to Dell's hard drive line result in a new 500GB unit, followed by a 350GB, then a 300GB, then a 250GB, Dell shall be required to enhance the computers sold to the City by providing a 300GB hard drive, which is now the "third" offering. Similar

requirements exist for each of the other identified components. The identifying part numbers shall be located in the pricing section.

**8) PRICING TERMS**

- a) The price percentages contained within this contract shall be considered as a ceiling price discount offered to the City and County of Denver and shall be firm and fixed for the duration of this contract. It is expected that the Supplier will provide quotes that are at a deeper discount than the ceiling price percentages listed within this contract, and these deeper discounts are considered to be a voluntary price reduction(s). Ceiling price percentage discounts are derived from the Dell Price Report and are based upon Dell's Retail Pricelist.

**9) PRODUCT PRICING AND PRICING UPDATES**

- a) While the list of products in the following list contained in Section 9.b, shall be considered as firm and fixed ceiling price percentage discount offered to the City and County of Denver, the Supplier shall be allowed to provide unit pricing updates on an annual basis.

The annual price updates shall be firm and fixed upon each update, which is allowed upon renewal of this contract, or upon a date that is agreed upon by the City and the Supplier. Pricing updates must be based upon documented manufacturer's price increases and shall be verifiable. The Supplier must provide a template that includes both items with price changes, as well as items where changes are not requested. Items with price increases must be clearly identified. All updates to unit prices shall be submitted to the current Buyer of Record and to the current City Agency contacts, no less than thirty (30) days prior to the agreed upon date.

If pricing decreases during the current updated pricing term, Dell will work in good faith with the City to offer competitive pricing for all contract acted products and configurations. If a contracted item is superseded or replaced by a newer version during the updated pricing term, Dell shall offer the newer version at a competitive market rate, whilst applying a discount percentage that shall not exceed the listed offer in Section 9.b, below.

- b) The following list of products is a base list of products and shall not be considered as a limitation to available products for purchase. All products listed under the NCPA Contract # 01-42 shall be available to purchase, however, all prices and percentages contained within this contract shall govern during the contractual period, unless they are not listed in the table below.

Product Description	Ceiling Price Percentage Discount to be Offered
Laptops (Models include Latitude & Precision)	-50%
Special Request Laptops (Models include the XPS 13)	-13%
Desktops (Models include Optiplex & Precision Workstations)	-50%
Monitors (22" or larger)	-45%
Tablets	-50%
Docking Stations (includes all Thunderbolts and tablet docks)	-35%
All Dell Brand Accessories	-35%
All non-Dell Brand Accessories	-13%
PowerEdge Racks	-13%
Servers (Models include PowerEdge, CloudEdge, and PowerApp Appliance)	-13%
Spare Parts	-5%
Selected Services	0%
All Items not listed in this table that are available for purchase through Dell	Percentage off reverts to NCPA Contract # 01-42



## 10) SHIPPING

- a) Unless previously authorized by the requesting City Agency, all shipping shall be prepaid by the Supplier and F.O.B. Destination, with the exception of an expedited shipment.
- b) **Internal City of Denver Process Only:** In the event of an expedited shipment being requested by the City Agency, the cost of the freight will be allocated by the requesting City Agency across all lines that are considered to be trackable assets, unless otherwise authorized by the General Services Purchasing Division.
- c) **Internal City of Denver Process Only:** All Ship To, Bill To, and the Agency contact information listed on each purchase order shall be designated by the City's Downtown and Airport Technology Services and Technology Asset Management teams. Shipping to individual City Agencies will not be acceptable, unless previously authorized by these two internal teams, with the assistance of the General Services Purchasing Division.

## 11) INVOICING REQUIREMENTS

- a) Vendor invoices shall include the following details:
  - i) City individual purchase order number and Supplier Contract number
  - ii) Charges listed individually (no lump sum)
  - iii) Unit price of each charge, extended, and totaled
  - iv) Quantity of each charge
  - v) Invoice number and date
  - vi) Requesting City Agency contact information
    - (1) Contact's name, phone number, and email address

## 12) DELL'S TECHNICAL SUPPORT DOCUMENTATION

### Technical Support Process

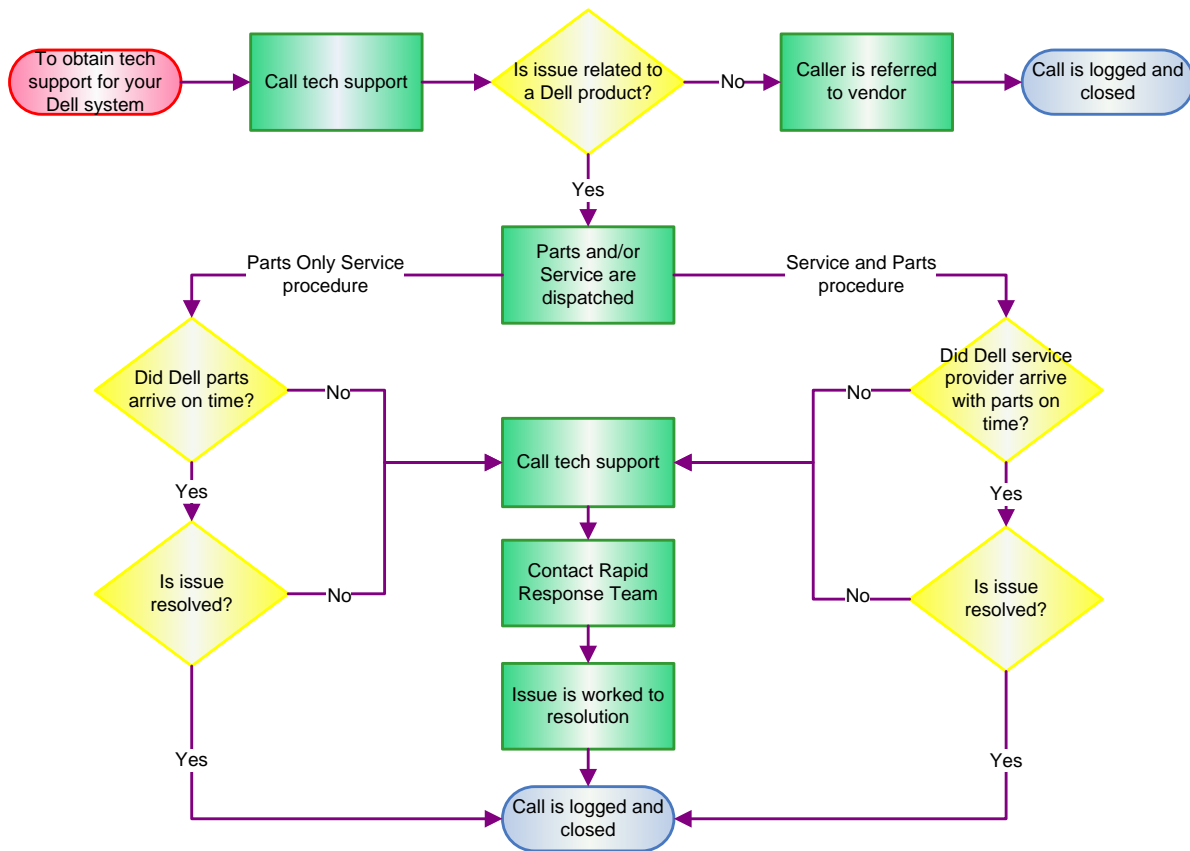
If you experience a problem with your Dell system, the following process ensures resolution. An overview of the process is presented below.

- |               |   |
|---------------|---|
| <i>Step 1</i> | <p>You contact Dell Technical Support to obtain assistance with your problem.</p> <p>Dell Technical Support works with you to troubleshoot the problem. (If you are a Dell Online Self Dispatch participant, no additional troubleshooting is required).</p> <ul style="list-style-type: none"><li>● In over seventy percent of instances, Dell Technical Support can resolve the problem without the need to schedule a service call.</li><li>● If Dell Technical Support resolves the problem without a site visit, Dell enters the details regarding the call into Dell's Product Support (DELTA) system and provides a tracking number.</li><li>● If Dell Technical Support cannot resolve the problem over the telephone, Dell enters a service contact request via Dell's DELTA system. The DELTA system initiates communication with a Dell Service Provider. If necessary, Dell places a parts order to be ready for pick up by the Service Provider at a predetermined location.</li></ul> |
| <i>Step 2</i> | <p>The Dell Service Provider acknowledges contact within the allotted time or the call is escalated. If customer isn't contacted they should reach out to the agent/owner of their case to place a call to the Delta.</p>   |

- Step 3* Once the part is received from Dell, the Service Provider will contact you to schedule an appointment
- Step 4* The Dell Service Provider arrives at your location with the necessary parts to resolve your support issue.
- Step 5* The DSP completes the hardware replacement and verifies that the system is functioning properly before closing the call. If additional troubleshooting is required they will contact the DSPQ to identify the root cause and schedule a return visit for the following business day.  
 When the repair is complete, the Service Provider closes the call and sends closure notes to Dell. If the service is not completed, the Service Provider contacts Dell to determine the next steps.
- Step 6* The Dell Service Provider closes the service call and then contacts the Dell DELTA System with contact closure information. Dell records all pertinent contact statistics for tracking call results.

The first Dell technical support agent you speak to will become your single point of contact, overseeing the entire process of troubleshooting and any necessary repairs. Whether it is Dell or a Dell Service Provider who completes the service, the initial agent will follow up to ensure any issue was resolved to your satisfaction.

Throughout the process you will receive status updates through an automated email system.



**By enrolling in Dell Online Self Dispatch, and upon completion of Dell Certified training, Dell customers can gain:**

- The ability for certified IT staff to dispatch parts and/or labor without having to go through scripted phone troubleshooting

In summary, the Dell Online Self Dispatch Program provides:

- One source for parts and service
- Resolution ownership plus end to end visibility of dispatches
- Parts ordering without phone dialog
- Reporting and online management
- Good option for security needs which may prohibit Onsite Tech service
- Channel partner enablement