DATE SUBMITTED

11/13/2019

Agenda Item No. 2

SUBMITTED BY

R. Alejandro Estrada

DATE ACTION REQUIRED

11/20/2019

COUNCIL ACTION
PUBLIC HEARING REQUIRED
RESOLUTION
ORDINANCE 1ST READING
ORDINANCE 2ND READING
CITY CLERK'S INITIALS



IMPERIAL CITY COUNCIL AGENDA ITEM

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DISCUSSION/ACTION:

1. APPROVAL OF LEASE AGREEMENT BETWEEN CITY OF IMPERIAL AND DELL FINANCEIAL SERVICES, DISBURSEMENT OF FUNDS FOR THE TERM OF FIVE (5) YEARS IN THE ANNUAL AMOUNT OF \$10,826,26.

DEPARTMENT INVOLVED: DEPARTMENT OF INFORMATION TECHNOLOGY

BACKGROUND/SUMMARY:

As part of the improvement to the Information Technology Infrastructure and Services. We have received a Proposal from Dell Computers for a five years lease agreement for 44 Dell OptiPlex desktop computers in the amount of five payments of \$10,826.26 (total project cost: 47,361.06). We haven't included this purchase in the I.T. Budget for 2019-2020. However, we have completed the implementation of our S2D Project, which allows us to refresh desktop computers all across the board.

FISCAL IMPACT: NOT TO EXCEED FISCAL IMPACT: No additional fiscal impact to adopted budget FY 2019-2020.	FINANCE INITIALS	
STAFF RECOMMENDATION: It is staffs recommendation to approve the disbursement of funds for the lease of Dell Servers.	DEPT. INITIALS	
MANAGER'S RECOMMENDATION: The City Manager agrees with staffs recommendation.	CITY MANAGER'S INITIALS	<u></u>
MOTION:		
SECONDED: AYES: NAYES: ABSENT: APPROVED DISAPPROV REFERRED	/ED () DEFERRED	()

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City	of	Imperial,	California
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November 6, 2019

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term Option	60 TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Quote Number	Lease Payment Detail	Detail Product Price Quantity Extended Pri		Extended Price	Rate Factor	5 Payments	
3000049716496,1	Dell Optiplex & Monitors	\$44.510 34	1	\$44.510 34	0,22859	\$10,174.62	
	Estimated CA sales tax	\$2,850,72	1	\$2,850.72	0,22859	\$651.65	
				\$47,361.06		\$10,826.26	

Proposal Expiration Date: December 6, 2019

PLEASE NOTE:

Personal Property Taxes (PPT) do not apply to this lease. Quote includes estimated CA Sales taxes, subject to validation.

Leasing and linancing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change.

End of Tern	n Options:
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Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Agreed to & Accepted
Signature:
Name:
Title:
Federal Tax ID #_____

Dale Kuby
Financial Solutions Manager-Southwest
Dell | Financial Services
Cell # 630 460 6398
Dale Kuby@dell.com

Prepared For:

City of Imperial, California

November 6, 2019

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, properly or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Delf Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of muluelly acceptable documentation.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.
Total
Customer #
Quoted On
Expires by
Deal ID

3000049716496.1 \$47,361.06 22970290 Nov. 06, 2019 Dec. 06, 2019 18971662 Sales Rep Phone Email Billing To

Ralph Massoni (800) 456-3355, 7250242 Ralph_Massoni@Dell.com ACCTS PAYABLE CITY OF IMPERIAL 420 S IMPERIAL AVE IMPERIAL, CA 92251-1637

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order, Thank you for shopping with Dell!

Regards, Ralph Massoni

Shipping Group

Shipping To

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Shipping Method

ALEX ESTRADA CITY OF IMPERIAL 420 S IMPERIAL AVE IMPERIAL, CA 92251-1637 (760) 481-7672 Standard Delivery

Product		Unit Price	Qty	Subtotal
O _I	ptiPlex 7070 MFF MLK	\$983.90	30	\$29,517.00
De	ell OptiPlex Micro Vertical Stand	\$13.03	21	\$273.63
	ell OptiPlex Micro VESA Mount with dapter box, Kit	\$18.95	9	\$170.55
O	ptiPlex 7070 MT MLK	\$1,029.09	9	\$9,261.81
O	ptiPlex 7070 Ultra	\$886.84	5	\$4,434.20
De	ell 24 USB-C Monitor – P2419HC	\$170.63	5	\$853.15

 Subtotal:
 \$44,510.34

 Shipping:
 \$0.00

 Non-Taxable Amount:
 \$7,726.92

 Taxable Amount:
 \$36,783.42

 Estimated Tax:
 \$2,850.72

 Total:
 \$47,361.06

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales

Representative for details.

Shipping Group Details

Shipping To

Shipping Method

ALEX ESTRADA CITY OF IMPERIAL 420 S IMPERIAL AVE IMPERIAL, CA 92251-1637 (760) 481-7672 Standard Delivery

OptiPlex 7070 MFF MLK Estimated delivery if purchased today:		\$983.90	Qty 30	Subtotal \$29,517.00
Dec. 02, 2019 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003				
Description	SKU	Unit Price	Qty	Subtotal
Optiplex 7070 Micro XCTO	210-ASEF		30	*
Intel Core i7-9700 (8 Cores/12MB/8T/3.0GHz to 4.7GHz/65W); supports Windows 10/Linux	338-BRTC	9	30	8
Win 10 Pro 64 English. French, Spanish	619-AHKN	9	30	- 2
No AutoPilot	340-CKSZ	9	30	7
Microsoft(R) Office 30 Days Trial	658-BCSB	9	30	le:
16GB 1X16GB DDR4 2666MHz Non-ECC	370-ADZP	*	30	E
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400 - BEUO	3	30	.3
Thermal Pad	412-AALV	*	30	(8)
M2X3.5 Screw for SSD/DDPE	773-BBBC	×	30	199
Intel vPro Technology Enabled	631-ACCZ	8	30	
No Additional Hard Drive	401-AANH		30	:::
No Wireless LAN Card	555-BBFO	×	30	350
No Wireless LAN Card	555-BBFO	3	30	票
No PCIe add-in card	492-BBFF	*	30	
OptiPlex 7070 Micro with 130W up to 87% efficient adapter	329-BEIU	2	30	~
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	*	30	920
Black Dell MS116 Wired Mouse	275-BBBW	*	30	:=:
No Cove	320-BCGK	3	30	-
No Additional Cable Requested	379-BBCY	5	30	*
Not selected in this configuration	817-BBBC	-8	30	**
No Integrated Stand option	575-BBBI	2	30	8
SupportAssist	525-BBCL	•	30	30
Dell Applications for Windows	658-BBLB	20	30	543
Waves Maxx Audio	658-BBRB	, ē	30	900
Software for OptiPlex 7070	658-BEHB	le:	30	(*)
OS-Windows Media Not Included	620-AALW	90	30	41
ENERGY STAR Qualified	387-BBLW	3	30	21

Dell Developed Recovery Environment	658-BCUV	5	30	
No FGA	817-BBBB	*	30	Sec. 1
No Option Included	340-ACQQ	8	30	3
Placemat for OptiPlex 7070 MFF	750-ABKV	=	30	(8)
CMS Software not included	632-BBBJ	*	30	-
TPM Enabled	329-BBJL	2	30	-
Intel Core i7 Label for Vpro	389-DQKQ	*:	30	
130W AC Adapter	450-AGDQ	÷	30	(#/
No CompuTrace	461-AABF	1.2	30	-
Regulatory Label 7070 MFF 130W (65W CPU)	389-DQJU	51	30	:=:
US Power Cord	450-AAZN	(6)	30	:01
No UPC Label	389-BCGW	145	30	24
Ship Material for OptiPlex Micro Form Factor	340-CDWS	183	30	
Shipping Label for DAO	389-BBUU	(56)	30	9
US Order	332-1286	327	30	4
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	95	30	9
Desktop MFF BTO Standard Shipment	800-BBPR		30	
No Intel Responsive	551-BBBJ		30	
No Anti-Virus Software	650-AAAM	760	30	4
No Optane	400-BFPO	1,50	30	=
Dell Limited Hardware Warranty Plus Service	812-3886	*	30	2
ProSupport: 7x24 Technical Support, 3 Years	812-3894	120	30	8
ProSupport: Next Business Day Onsite 3 Years	812-3908	5.50	30	-
Thank you choosing Dell ProSupport. For tech support, visit /support.dell.com/ProSupport or call 1-866-516-3115	989-3449		30	2
Dell OptiPlex Micro Vertical Stand Estimated delivery if purchased today: Nov. 13, 2019 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003		\$13.03	Qty 21	Subtotal \$273.63
Description	SKU	Unit Price	Qty	Subtotal
Dell OptiPlex Micro Vertical Stand	482-BBBR	547	21	<u> </u>
Dell OptiPlex Micro VESA Mount with adapter box, Kit Estimated delivery if purchased today: Dec. 18, 2019 Contract # C000000181156		\$18.95	Qty 9	Subtotal \$170.55
Customer Agreement # MNWNC-108/7157034003 Description	01411			
	SKU	Unit Price	Qty	Subtotal
/ESA Mount with adaptor box, for Micro Chassis,Customer nstall	452-BDEQ	2	9 Qty	Subtotal
OptiPlex 7070 MT MLK Estimated delivery if purchased today; Dec. 02, 2019 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003		\$1,029,09	9	\$9,261.81
Description	SKU	Unit Price	Qty	Subtotal
Optiplex 7070 MT XCTO	210-ASEG	3	9	(8)

Intel Core i7-9700 (8 Cores/12MB/8T/3.0GHz to 4.7GHz/65W); supports Windows 10/Linux	338-BRTC	\$	9	4
Win 10 Pro 64 English, French, Spanish	619-AHKN	æ	9	(40)
No AutoPilot	340-CKSZ		9	3
No Productivity Software	630-AAPK	*	9	100
16GB 1x16GB DDR4 2666MHz UDIMM Non-ECC	370-AEBF	100	9	***
3.5" 1TB 7200rpm SATA Hard Disk Drive	400-AWFM	8	9	-
Intel vPro Technology Enabled	631-ACCZ	100	9	
No Additional Hard Drive	401-AANH	1963	9	(m)
No Wireless LAN Card	555-BBFO	-	9	
No Wireless LAN Card	555-BBFO	127	9	
7070 MT 85% PSU (Bronze)	329-BEJF	(6)	9	-
No Keyboard Selected	580-AABG	-	9	2
No mouse selected on your system	570-AAAF	200	9	2
No Cove	320-BCGK	2963	9	Ģa.
No Additional Cable Requested	379-BBCY	1	9	2
Not selected in this configuration	817-BBBC	350	9	æ
No Integrated Stand option	575-BBBI	5e:	9	si.
SupportAssist	525-BBCL	•	9	ě
Dell Applications for Windows	658-BBLB		9	200
Waves Maxx Audio	658-BBRB	100	9	=
Software for OptiPlex 7070	658-BEHB		9	
OS-Windows Media Not Included	620-AALW	250	9	ж
ENERGY STAR Qualified	387-BBLW	100	9	÷
DVD+/-RW Bezel	325-BCXM	•	9	$\overline{}$
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	≘€′	9	\times
Media Card Reader	385-BBOE		9	=
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	3	9	π
Dell Developed Recovery Environment	658-BCUV	(90)	9	*
No FGA	817-BBBB	(4)	9	3).
Placemat for OptiPlex 7070 MT	750-ABKU		9	÷
AMD Radeon™ R5 430, 2GB, FH (DP/DP)	490-BFBU		9	
NO RAID	817-BBBN	37	9	
System Power Cord (Philipine/TH/US)	450-AAOJ	20	9	5.
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	(a) I	9	ä
No Anti-Virus Software	650-AAAM		9	×
Cyberlink Software for Windows 8/10 without media	430-XYIX	ā.	9	2
No Additional Add In Cards	382-BBHX	ia	9	*
EPA Regulatory Label	389-DQJZ	34	9	10
Intel Core i7 Label for Vpro	389-DQKQ	2	9	
No Optane	400-BFPO	27	9	=

TPM Enabled	329-BBJL		9	
No Intel Responsive	551-BBBJ	3	9	÷
No CompuTrace	461-AABF	160	9	397
No UPC Label	389-BCGW	W:	9	×
US Order	332-1286	(4)	9	9
Desktop BTO Standard shipment	800-BBIO	585	9	9
Ship Material for OptiPlex Tower	340-CDWT	141	9	
Shipping Label for DAO	389-BBUU		9	9
No Additional Video Ports	492-BCKH		9	
Dell Limited Hardware Warranty Plus Service	812-3886	(4)	9	2
ProSupport: 7x24 Technical Support, 3 Years	812-3894	100	9	ĝ.
ProSupport: Next Business Day Onsite 3 Years	812-3908	(a)	9	
Thank you choosing Dell ProSupport, For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	~	9	=
Display Not Included	480-AAJX		9	Sultantal
OptiPlex 7070 Ultra Estimated delivery if purchased today: Nov. 18, 2019 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003		\$886.84	Qty 5	Subtotal \$4,434.20
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 7070 UFF BTX	210-ASWZ		5	
Intel Core i7-8565U (4 Cores/8MB/1.8GHz to 4.6GHz/25W); supports Windows 10/Linux	329-BEPI	54/	5	÷
Win 10 Pro 64 English. French, Spanish	619-AHKN	*	5	-
No AutoPilot	340-CKSZ	74	5	€
Microsoft(R) Office 30 Days Trial	658-BCSB	18.0	5	
16GB 1X16GB DDR4 2666MHz Non-ECC	370-ADZP		5	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BGMM	Sav	5	¥
No Out-of-Band Systems Management	631-ACHK	170	5	±
No Additional Hard Drive	401-AANH	*	5	*
Intel® AX200 wireless card	555-BFFW	925	5	\$
Wireless Bracket for M.2	575-BBZU	35 7.	5	•
AX200 wireless driver	555-BFGB	*	5	
Dell Black Wireless 10 Key Numeric Keypad Multmedia Keys KM636 Keyboard w/Mouse	580-AEYY	7277	5	080
Mouse included with Keyboard	570-AADI	*	5	×
OptiPlex Ultra USB A to USB B 3.0 cable, 0.6 meter	492-BCTK	30	5	8
OptiPlex Ultra USB C to DisplayPort cable, 0.6 meter	492-BCTL	(*);	5	*
OptiPlex Ultra USB C to USB C cable. 0.6 meter	492-BCTM	E).	5	-
Not selected in this configuration	817-BBBC	3 1.	5	
OptiPlex Ultra Height Adjustable Stand for 19" – 27" monitors	575-BCBS	*	5	-
SupportAssist	525-BBCL		5	٥
Dell Applications for Windows	658-BBLB	7 7 .1	5	ē

Dell Limited Hardware Warranty	814-5380	163	5	(4)
Dell 24 USB-C Monitor - P2419HC Without Stand	210-AUDE	18:	5	
Description	sku	Unit Price	Qty	Subtotal
Estimated delivery if purchased today: Nov. 26, 2019 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003				
Dell 24 USB-C Monitor – P2419HC		\$170.63	Qty 5	Subtotal \$853.15
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115	989-3449	왕	5	4.
ProSupport: Next Business Day Onsite 3 Years	812-3908	160	5	9
ProSupport: 7x24 Technical Support, 3 Years	812-3894	581	5	
Dell Limited Hardware Warranty Plus Service	812-3886		5	21
Dell Watchdog Timer	379-BDPQ	Ne:	5	*
No CompuTrace	461-AABF	J.E.	5	
Retail POD	389-BDQH	120	5	=
Shipping Label for DAO	389-BBUU	(4)	5	**
Shipping Material DAO	340-CMYK	(8)	5	
Regulatory Label 7070 UFF	389-DRKW	12	5	5.
US Order	332-1286		5	30
No Anti-Virus Software	650-AAAM	(Pa	5	(7)
Desktop BTS/BTP Shipment	800-BBIP	140	5	5.0
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	*	5	100
Setup guide for 7070 Ultra Stand	340-CNIT		5	-
Setup guide for 7070 Ultra	340-CNIS	i e	5	ie.
65 Watt AC Adapter	450-ADTR	9	5	3.
Intel(R) Core(TM) i7 Processor Label	389-CGBC		5	
TPM Enabled	329-BBJL	157	5	-
Bracket for NO 2.5 inch Hard Drive Disk	575-BBZV		5	
US Power Cord	470-AACI	w	5	
Fixed Hardware Configuration	998-DRYF	S .	5	
Dell Developed Recovery Environment	658-BCUV	-	5	2
ENERGY STAR Qualified	387-BBLW	-	5	
OS-Windows Media Not Included	620-AALW		5	· · · · · · · · · · · · · · · · · · ·
Foxit PhantomPDF 30 Day Trial	634-BTFN		5	
Waves Maxx Audio MOD-SRV,SW,OPTI,7070 UFF	658-BBRB 658-BEMC	91 22	5 5	*

 Subtotal:
 \$44,510.34

 Shipping:
 \$0.00

 Estimated Tax:
 \$2,850.72

Total: \$47,361.06

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 product, pricing and other information is based on the latest information available and is subject to change. 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 http://www.dell.com/terms or www.dell.com/cemterms); 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/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/offeringspecificterms.

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 enduser 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.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.