

180100

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:
August 3
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 7/17/17

Contact Name (Person Overseeing the Contract): Jeremy Bontley Telephone Number: 904-336-9603

School/Department Submitting Contract: ITS

Vendor Name: Dell Financial Services V1800000020

Contract Title: Dell Lease Agreement

Contract Type: New Renewal Amendment Extension

Date Original Contract Approved: _____ Prior Year's Pricing: _____

Contract Term: 3 years Renewal Option(s): N/A

Contract Cost: \$ 1,494,758.00 Payment Schedule (Are the payments made monthly, when task is finished, etc): Yearly - \$520,534.53

Funding Source: 2xx - 9040 proj 3158 - BCC Sales tax Capital Funds

Strategic Plan Tie-in Explanation: These are the devices to allow for the expansion Achieve 3000 and I-Ready.

Background/Discussion/Research/Alternatives: Out right purchase but this cuts the total allowable device purchase to 2,086 in year 1.

RECEIVED

JUL 17 2017

PURCHASING

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

If more space is needed, please attach Word document.

- Completed Contract Review Form
- Original Contract and all Terms & Conditions that apply with the Contract
- SIGNED SBCC Addendum A *
- Certificate of Insurance (COI) that meet these requirements:
COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum [If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.]

Approvals

Comments

Approver	Approved	Denied	Comments
Superintendent:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
District's Attorney:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved as to form, but consider Rule 5.02(A)(12) 12 month lease limit and add addendum A.
Review Date:			
Information & Technology:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Finance:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Insurance Certificate:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Must include Addendum A to PROTECT sovereign immunity - Cannot hold defend
Review Date:			
Purchasing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Seminole College TRP Piggyback for Master Lease of Chrome books
Review Date:			

Handwritten notes:
 7/18 BXS
 OK w/ change
 * Business Affairs policy #12
 & Purchasing Handbook page 11 (Lease A/B)
 * See A Attached Covered Section 5B



EFFECTIVE DATE: June 14, 2017
MASTER LEASE AGREEMENT NO. 581615-31780

LESSOR: DELL FINANCIAL SERVICES L.L.C.

Mailing Address:
ONE DELL WAY
Round Rock, TX 78682

LESSEE: SCHOOL DISTRICT OF CLAY COUNTY.

Principal Address:
814 WALNUT ST
GREEN COVE SPRINGS, FL 32043
Fax:
Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date

and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase

option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected

to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is

contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products.

This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay for the defense and resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY FLORIDA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN CLAY, FLORIDA, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT

TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in

any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

<p>EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.</p> <p>School District of Clay County. "Lessee"</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p>Dell Financial Services L.L.C. "Lessor"</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>



AMENDMENT NO. 1 DATED JULY 18, 2017
TO THE MASTER LEASE AGREEMENT NO. 581615-31780 DATED JUNE 14, 2017
BETWEEN SCHOOL DISTRICT OF CLAY COUNTY
AND DELL FINANCIAL SERVICES L.L.C.

This Amendment is made part of and modifies the Master Lease Agreement (the "Agreement") between the School District of Clay County ("Lessee") and Dell Financial Services L.L.C. ("Lessor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

The Agreement is hereby modified as follows:

- 1. Section 17 Indemnification.

Delete this section in its entirety and replace it with the following:

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Lessor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees for Lessor's acts or omissions to the extent allowed pursuant to Section 12 of the Agreement. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

Except as amended hereby, the Agreement is restated and shall remain in full force and effect.

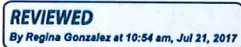
IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

LESSOR:
DELL FINANCIAL SERVICES L.L.C.

LESSEE:
SCHOOL DISTRICT OF CLAY COUNTY

By: Kim Vodicka
Title: Kim Vodicka, Executive Director

By: _____
Title: _____





Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings “NAME OF AUTHORIZED SIGNATORY”, “TITLE OF AUTHORIZED SIGNATORY” and “SIGNATURE OF AUTHORIZED SIGNATORY”, all persons who are authorized to execute and deliver the and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the “Name of Authorized Signatory” heading, write or type his/her title under the “Title of Authorized Signatory” heading, and sign his/her name under the “Signature of Authorized Signatory” heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the “In Witness Whereof” language;**
2. The Clerk, Secretary, etc. should insert the No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert “regular” or “special” in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the “In Witness Whereof” language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the “In Witness Whereof” language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of School District of Clay County., a FL public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 581615-31780 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____

**SAMPLE OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD**

To: Dell Financial Services L.L.C.
One Dell Way
Round Rock, TX 78682

Ladies and Gentlemen:

We are counsel to the School District of Clay County (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. **581615**, dated as of June 14, 2017, and the Lease Purchase Schedule No. 810-9004064-001 – 004 to Master Lease Agreement No. **581615** thereto, dated as of June 14, 2017 (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of North Carolina and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of North Carolina;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Dell - Critical Handling - Confidential

NOTICE

IRS 8038-G & 8038-GC FILINGS

The Internal Revenue Service (IRS) now requires that all 8038 filings, prepared by a third party, be executed by the third party as the "Preparer".

Additionally, the IRS does not allow the Preparer to execute the Filing until after the Lease is fully executed.

Accordingly, please execute the Lease Schedule first, then execute your 8038 filing after that, returning both documents to us. By returning both fully executed documents to us, you represent that you executed the 8038 only after your Lease Schedule was fully in effect and executed.

Please contact your Lease Representative should you have any questions or concerns.



BILLING AND LEASE SCHEDULE INFORMATION

Will your accounts payable be for:

- 1 Central Location
1 for each Dept., Campus, Agency (need address for each)

Customer's accounts payable address for invoices

Company Name: School District of Clay County.
Address: 900 Walnut Street
City, State, Zip: Green Cove Springs, FL, 32043
County: Clay
Telephone Number: 904-336-6500
E-Mail Address: Jeremy.Bunkley@myoneclay.net

Is a Purchase Order #required on the invoice? Yes No

Where required, Sales/Use Tax will be assessed and invoiced.

Does the Customer hold a valid exemption or direct pay certificate? Yes No

If yes, please ATTACH a copy of the certificate for each state to this document.

(NOTE: A certificate must be provided for each state in which lease Products are located.)

UCC Information Required:

Federal Tax ID#: N/A
State Of Organization:
Type of Organization:
State ID#:

How will your Purchase Orders be placed? Will one Purchase Order cover:

- 1 Order Release
1 Ship to Address
1 Group Only
1 Entire Lease Term
Multiple Order Releases
Multiple Ship To Locations
Multiple Groups (Depts, Campuses, Agencies)
Specific Periods - Explain

Please Describe your Requirements?

- Will Shipping be: Financed Billed Separately No charge by Dell
- Can you have: More than one PO#/Invoice Only 1 PO#/Invoice
- Can your PO be: Split between 2 or more invoices Must be fulfilled in 1 invoice
- Will you lease: Dell Equipment only Other Vendor(s) Equipment
- Do you intend to finance upfront tax (if applicable) on the Lease Schedules? Yes No

Please Describe your Organizational Structure:

- Commercial Public/Municipal Other-Explain _____
- 1 Group Only Multiple Groups (Depts, Campuses, Agencies)
- 1 Accounts Payable Multiple Accounts Payables (1 per Dept, Campuses, Agency)
- Lease Schedules will be reviewed by one person Requires multiple step approval process

Commencement is:

- 1st of following month Acceptance Other-Explain _____

Interim Rent is:

- Charged Not Charged Other-Explain _____

Property Tax is:

- Rebilled Annually Other-Explain _____

Fiscal Year is from July 1 to June 30.

Notations:

Below is information commonly requested by customers in order to assist them in setting up their accounts payable system to pay Dell Financial Services L.L.C.:

Payee Name and Address:
 Dell Financial Services L.L.C.
 Payment Processing Center
 Carol Stream, IL

Dell Financial Services L.L.C. Federal Tax ID # is: 74-2825828

What information will you require in order to set up payments to Dell Financial Services L.L.C. as a recurring payable?

Payee Name and Address:
 Dell Financial Services L.L.C.
 Payment Processing Center
 Carol Stream, IL

Please reference all information listed below to ensure proper credit each time a wire transfer is made:

Payable to: Dell Financial Services L.L.C.
ABA #: 071000039
Account #: 8188204944
Customer Account #:
DFS Invoice #:
Amount to be Applied per Invoice:

Payable to: Dell Financial Services L.L.C.
ABA #: 071000039
Account #: 8188204944
Preferred Format: CTX+
Customer Account #:
DFS Invoice #:
Amount to be Applied per Invoice:

Name of recipient(s) to receive monthly Lease Schedules to reconcile:

Attention: Sally D'Alco
Address: 900 Walnut St
City, State, Zip: Green Cove Springs, FL, 32043
Phone & FAX Numbers: 904-336-9603
E-Mail Address: ~~Sally D'Alco~~ Dell@myoneclay.net

Name of individual(s) to sign monthly Lease Schedules (this individual should be named as an authorized signatory on the Secretary/Clerk Certificate):

Attention: _____
Address: _____
City, State, Zip: _____
Phone & FAX Numbers: _____
E-Mail Address: _____

Will you require a Lease Asset Report? Yes No

If yes, how frequent? Monthly Quarterly Annually Other _____

Attention: Jeremy Bunkley
Address: 900 Walnut St
City, State, Zip: Green Cove Springs FL 32043
Telephone Number: 904-336-9603
FAX Number: _____
E-Mail Address: Jeremy.Bunkley@myoneclay.net

Would you prefer to have your Leased Asset Report posted to your Premiere Page? Yes No

Login: _____

Address: _____

PLEASE ADVISE LESSOR AT THE ADDRESS LISTED BELOW OF CHANGES IN THE INFORMATION PROVIDED ABOVE.

Please return this document along with all other required documents to:

Dell Financial Services L.L.C.
Public Segment Lease Administration
One Dell Way
RR3-56
Round Rock, TX 78682

Completed/Confirmed By:

Lessee: Lessee Document Signatory

Lessee Accounts Payable Representative

By: Jeremy Bunkley

Name: _____

Title: Director of Technology

Date: 7/17/17



Consumer's Certificate of Exemption

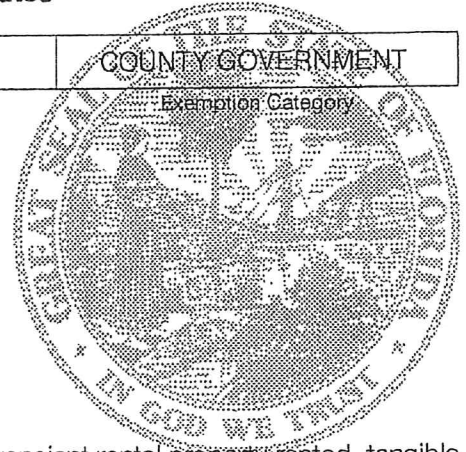
DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8013573611C-8	10/31/2012	10/31/2017	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SCHOOL DISTRICT OF CLAY COUNTY
900 WALNUT ST
GREEN COVE SPRINGS FL 32043-3129



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



School District of Clay County
LEASE PURCHASE SCHEDULE NO. 810-9004064-001 - 004
TO MASTER LEASE AGREEMENT NO. 581615-31780

COUNTERPART NO. 1 OF 2 COUNTERPARTS. POSSESSION AND TRANSFER OF COUNTERPART NO. 1 OF THIS SCHEDULE IS THE ONLY EFFECTIVE MEANS TO TRANSFER OWNERSHIP OF OR CREATE A SECURITY INTEREST IN THIS SCHEDULE.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 581615-31780 ("Agreement") DATED June 14, 2017 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND School District of Clay County ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and forming an integral part of this Schedule.

PRODUCT SELLER: GOVCONNECTION, INC., 7503 STANDISH PLACE, ROCKVILLE, MD 20855

Table with 5 columns: Product Description, Product Location, Lessee Purchase Order No., Primary Term (Mos.), Commencement Date. Row 1: See Exhibit 'A', See Exhibit 'A', TBD, 36, TBD

Rent is payable: in Advance

RENT AND PURCHASE PRICE SCHEDULE

The following sets forth the Rent and Purchase Price relating to this Schedule to the Agreement:

a. Rent. The Rent shall be in the amounts set forth in the "Rent" column of the Rent and Purchase Price Schedule set forth below. Rent shall commence on the date on which the Products listed in this Schedule are accepted by Lessee as described in Section 2(a) of the Agreement and shall be Monthly in sequence for the duration of the Lease Term.

b. Purchase Price. The Purchase Price at any particular time for the Products listed in this Schedule shall be the amount set forth for such time in the "Purchase Price" column of the Rent and Purchase Price Schedule set forth below. The Purchase Price is in addition to all Rent then due under this Schedule (including the Rent shown on the same line in the Payment Schedule).

c. Payment Schedule. The Payment Schedule is as set forth below. Although a Purchase Price is shown for each Payment Number, the Products listed in this Schedule may be purchased only as provided and at such times as set forth in Paragraph 7. Purchase Option of this Schedule.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 3. RENT; PAYMENT OBLIGATION. Lessor and Lessee contemplate that the Products will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Products will be exempt from all sales, use and property taxes.

2. SECTION 6. PERFORMANCE BY LESSOR. For purposes of this Schedule, Section 6 is hereby amended in its entirety to read as follows: "Lessor shall have the right to accept or reject in Lessor's sole discretion any request by Lessee for the leasing of Products under this Agreement. Each Schedule shall be binding upon Lessor and Lessee in accordance with the terms contained herein. Lessor shall have no obligations with regard to any Schedule unless Lessee provides to

Lessor the Documents, an opinion of counsel to the effect that the interest portion of the Rent is not includible in gross income for Federal income tax purposes and will not constitute a tax preference under Section 57 of the Code, for purposes of computing the alternative minimum tax imposed pursuant to Section 55 of the Code and Lessor receives clear and unencumbered title to the Products (excluding Licensed Materials) either through an assignment of Lessee's rights and interests in the Products or otherwise. In the event Lessor has not received such Documents or title to the Products prior to the Commencement Date of the applicable Schedule, Lessor may terminate its obligations hereunder, and reassign all rights and obligations with respect to the Products to Lessee without recourse or warranty. Lessee shall thereafter promptly reimburse Lessor for all expenses and other amounts incurred by Lessor with respect to such Products and transaction, plus interest from the date such amounts were disbursed by Lessor through the date such amounts are reimbursed by Lessee at the Overdue Rate."

3. SECTION 12. REPRESENTATIONS AND, WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

- "(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;
- (k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;
- (l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;
- (m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;
- (n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;
- (o) No fund or account which secures or otherwise relates to the Rent has been established;
- (p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;
- (q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;
- (r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;
- (s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and
- (t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Without limiting the generality of the foregoing, Lessee shall acknowledge any assignment of this Schedule in writing and complete an accurate record of all such assignments in a manner that complies with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder."

4. SECTION 13. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE. For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

5. TITLE TO THE EQUIPMENT. If Lessee has not terminated the Lease in accordance with Section 4 of the Agreement and no Event of Default has occurred and is continuing, then upon payment of all Rent and other amounts due under this Schedule and the Agreement, at the end of the Lease Term, Lessee is entitled to Lessor's interest in the Products "AS IS,

WHERE IS," without any warranty or representation by Lessor, express or implied, other than the absence of any liens by, through or under Lessor. Lessee will deliver to Lessor documents reasonably requested by Lessor to give public notice of Lessor's interest in the Products.

6. PURCHASE OPTION. Lessee shall have the option to purchase Lessor's interest in all of the Products listed in this Schedule, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms:

(i) On the date of the last Rent payment set forth in this Schedule (assuming the Agreement is renewed at the end of the Primary Term and each renewal term), if the Agreement is still in effect on such day, upon payment in full of the Rent payments due on this Schedule and the payment of One (1) Dollar to Lessor; or

(ii) On the last day of the Primary Term or any renewal term then in effect, upon payment in full to Lessor of the Rent payments then due on this Schedule plus the then applicable Purchase Price set forth on this Schedule; or

(iii) Provided that no Event of Default exists, and no event has occurred and is continuing that with notice or the lapse of time, or both, would constitute an Event of Default, Lessee will have the right to terminate this Schedule on any Lease Payment date set forth in this Schedule by paying Lessor, on such date, the Rent payment then due under such Rent and Purchase Price Schedule, the Purchase Price amount set forth opposite such date, and any other amounts then due Lessor under the Agreement with respect to the Products.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

7. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert the Commencement Date on this Schedule as determined pursuant to Section 2(a) of the Agreement and, where applicable (including on any Exhibit "A" hereto), the serial numbers of the Products. Lessor and Lessee hereby ratify and confirm the Agreement, the terms and provisions of which are hereby incorporated by reference and made a part hereof. In the event of any conflict between the terms of this Schedule and the terms of the Agreement, the terms of this Schedule shall prevail.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B". Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of payments of Rent on this Schedule.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Schedule to be executed in their names by their duly authorized representatives as of the date first above written.

School District of Clay County
"Lessee"

DELL FINANCIAL SERVICES L.L.C.
"Lessor"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Delaware

Del. Financial Services
 800 New 8177
 400 N. Market St., 10th Fl.
 Wilmington, DE 19801-1077

Contract # 810-000049011 - 10K
 Contract Schedule
 Contract Start Date: 1/1/2009
 Contract End Date: 12/31/2009

Customer Name: School District of Clay County
 Commencement Date: 1/1/2009
 Termination Date:

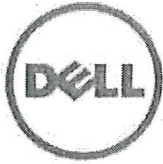
Order #	PO #	The Number	Qty	Item #	Service Tag	Item Description	Equipment Location	Unit Asset	Asset Type	Invoice	Periodic Amt	Total Equipment Cost	50% Rate
100	24280432-01-1W1	1	1	1107034	100	Government II 1100	100 WALDUPT	0.34824	100	100	428,248.74	1,224,746.22	100
100	24280432-01-1W1	1	1	1107032	100	Google Chrome OS Management	100 WALDUPT	0.34824	100	100	31,746.32	151,464.65	100
100	24280432-01-1W1	1	1	1107031	100	Green White Glass Special	100 WALDUPT	0.34824	100	100	4,499.97	27,288.00	100
100	24280432-01-1W1	1	1	1107029	100	KeyV for Google Chrome	100 WALDUPT	0.34824	100	100	32,079.28	91,442.00	100
Total:											308,574.31	1,494,940.87	



One Dell Way
Round Rock, TX 78682

School District of Clay County
Amortization Schedule 810-9004064-001 - 004
Exhibit 'B'

PAYMENT #	OPENING BALANCE	RENT	INTEREST	PRINCIPAL	BALANCE	PURCHASE PRICE
	\$ 1,494,758.00					
DLED*	\$ -				\$ 1,494,758.00	
1	\$ 1,494,758.00	\$ 520,534.53	\$ -	\$ 520,534.53	\$ 974,223.47	\$ 1,019,066.21
2	\$ 974,223.47	\$ 520,534.53	\$ 44,236.38	\$ 476,298.15	\$ 497,925.33	\$ 542,768.07
3	\$ 497,925.33	\$ 520,534.53	\$ 22,609.20	\$ 497,925.33	\$ (0.00)	\$ -



PURCHASE AGREEMENT FOR EQUIPMENT AND SERVICES

1. INTRODUCTION.

This Purchase Agreement For Equipment and Services ("Agreement"), effective as the last date signed below ("Effective Date"), is made by and between the District Board of Trustees of Seminole State College of Florida, 100 Weldon Boulevard, Sanford, Florida 32773 ("College" or "Customer") and Dell Marketing LP, One Dell Way, Round Rock, Texas 78682 ("Dell" or "Supplier"). Dell and College (each a "Party," and collectively, the "Parties") which agree to the following terms and conditions:

2. SCOPE.

College has selected Dell as a supplier of Products and/or Services as a result of College's RFP No. 15-16-05 ("RFP") and Dell's Response thereto dated December 17, 2015 ("Dell's Response"), both of which are attached hereto and fully incorporated herein by reference. Purchases of Products and Services under this Agreement shall be governed by the terms and conditions of the following in the order of precedence as listed: (i) this Agreement, (ii) the RFP, and (iii). Dell's Response, including pricing specified therein.

Eligible Purchasers under the Agreement shall include Florida's public colleges, state universities, district school boards, charter schools other educational entities and local governmental entities within the state of Florida should they elect to adopt the Technology Refresh Program ("Eligible Purchasers"). The terms "Customer" and "Eligible Purchaser" are used interchangeably throughout this Agreement.

Under this Agreement, Eligible Purchasers may purchase Dell's full catalog of equipment, hardware, software licensing arrangements, and related products and peripherals ("Products") and/or services, including but not limited to:

- (i) Equipment, including but not limited to the following:
 - Desktops, including ruggedized devices
 - Laptops, including ruggedized devices
 - Tablets, including ruggedized devices
 - Workstations
 - All-In-One devices, including ruggedized devices
 - Storage
 - Servers
 - Networking
 - Instructional technology equipment such as projectors, screens, whiteboards, interactive flat panels
- (ii) Peripherals, including any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. Peripherals are defined as including accessories. Peripherals may be manufactured by a third party. Examples of peripherals/accessories/options include but are not limited to: printers, monitors, multifunction printers, audiovisual

equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, and switches.

- (iii) Software includes but is not limited to commercial-off-the-shelf or configurable software:
- Application Software
 - Operating System Software
 - Middleware
- (iv) Services, broadly classed as consulting or professional services related to information technology equipment or services (such as security assessment, infrastructure upgrades, Microsoft AD and Exchange, Banner, and PeopleSoft) installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning, and support, service desk/helpdesk, and any other directly related technical support services required for the effective operation of a product offered or supplied. Services may also include cloud or hosted services, storage as a service, IaaS, and information technology security services.

3. TERM.

The term of this Agreement will be initially for three years from the Effective Date, thereafter renewed annually with written agreement of both parties. Either party may terminate the contract by serving a certified letter, return receipt requested, to the designated representative at least ninety (90) days prior to the termination date.

4. NEGOTIATED TERMS.

The parties have agreed to the following negotiated terms, numbered in accordance with the RFP numbering. Unless specified otherwise below, the following negotiated terms shall replace in their entirety the corresponding terms in the RFP.

A. RFP General Conditions, Section 5. PRICING/AUDIT is deleted in its entirety and replaced with the following:

Dell shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work-for at least three (3) years after completion of this contract. "Records" as used herein shall mean the books, documents and account procedures and practices of Dell relevant to the parties' financial obligations under this Contract, but excludes Dell's cost information. No more than once per year, at College's sole expense and following at least two (2) weeks written notification Dell, the College shall have access to such Records as required complying with this section for the purpose of inspection or audit during normal business hours at Dell's place of business.

B. RFP General Conditions, Section 27. LIABILITY, INSURANCE, LICENSES AND PERMITS is deleted in its entirety and replaced with the following:

Where Dell is required to enter or go onto the College property to deliver materials or perform work or services as a result of a contract award, Dell will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance. Dell shall be liable for any damages or loss of real property or tangible personal property of the College resulting from the negligence of Dell (or agent) or any person Dell has designated in the completion of the Dell's obligations under this Agreement.

C. RFP General Conditions, Section 30. TERMINATION is modified to include the following additional terms:

Upon Termination, the College shall be liable for payment Dell for goods or services delivered and accepted.

D. RFP General Conditions, Section 31. SEVERABILITY is deleted in its entirety and replaced with the following:

If any provision of a contract resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be stricken or modified, but only to the extent necessary to comply with the law, and shall not invalidate the remaining provisions of the agreement.

E. RFP General Conditions, Section 40. INVOICING AND PAYMENT is deleted in its entirety and replaced with the following

Payment will be made by the College after the products and/or services have been received, inspected, and found to comply with Agreement specifications, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:

- Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and submitted to accounts payable at the address indicated on the purchase order.
- All invoices shall consist of an original and (1) copy; clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
- The invoice shall also contain Dell's Federal Employer Identification Number (F.E.I.N.).
- Dell's payment terms are Net 30 days from the date of invoice. Customer shall have the opportunity upon delivery to inspect delivered products for compliance with the specifications. Customer shall notify Dell in writing within 10 days of delivery if products are not accepted. If Dell does not receive written notification of non-acceptance, products will be deemed accepted, however, acceptance shall not affect Customer's rights under the applicable warranty or Customer's right to return products under Dell's Return Policy found at www.dell.com/returnpolicy. Dell's Return Policy offers a 30 day return period for most hardware.
- Dell may invoice parts of an Order separately or together in one invoice. All invoices shall be deemed accurate unless Customer advises Dell in writing of a material error within 10 days following receipt. If Customer advises Dell of a material error, (i) any amounts corrected by Dell in writing shall be paid within 14 days of correction and (ii) all other amounts shall be paid by Customer by the due date. If Customer withholds payment upon an assertion that an invoiced amount

is erroneous, and Dell concludes that such amount is accurate, Customer shall pay interest as described below from the due date for such amounts until Dell's receipt of those amounts. Customer may not offset, defer or deduct any invoiced amounts that Dell determines are not erroneous following the notification process set forth above. Any assignment of Customer's payment obligations to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by Dell, and Customer will not be excused from your obligations under this Agreement. Dell may charge a late penalty of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days based on Customer's current outstanding balance. Dell, without waiving any other rights or remedies and without liability to Customer, may suspend or terminate any or all Services and refuse additional orders for Products until all overdue amounts are paid in full.

F. RFP General Conditions, Section 51. ASSIGNMENT is deleted in its entirety and replaced with the following:

Neither this RFP nor any duties or obligations assumed under any agreement or contract(s) resulting from this RFP shall be assigned by Dell without prior written consent of the College which shall not be unreasonably withheld. Notwithstanding the foregoing, Dell may subcontract in whole or in part its duties in providing Services under this Agreement, or for its back office administration in the normal course of business, provided that if Dell subcontracts for Services, Dell shall remain responsible for the performance of such Services under this Agreement.

G. RFP General Conditions, Section 57. PROPRIETARY MATERIAL is deleted in its entirety and replaced with the following:

The Products and Software are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products and Deliverables (as defined below), and the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Dell or its suppliers or licensors. Subject to Dell's receipt of payment in full for the applicable Services, Dell grants to Customer a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely (i) in the country or countries in which you do business; (ii) for Customer's internal use; and (iii) as necessary for Customer to enjoy the benefit of the Services as stated in the applicable Service Agreements or Statement of Work. "Deliverables" means the tangible materials, including reports, studies, drawings, software, manuals or written procedures and recommendations that Dell delivers to you under a Statement of Work.

H. INSURANCE REQUIREMENTS at RFP PAGES 22 THROUGH 24, Sections 1 through 4 are deleted in their entirety and replaced with the following:

1. REQUIREMENTS:

During the performance of the services under this contract, Dell shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

A. Minimum Limits:

1. General Liability Insurance with all of the following:
Combined Single Limit for Bodily injury and Property Damage limits of not less than \$1,000,000 for each occurrence/\$5,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
Combined Single Limit for Bodily injury and Property Damage limits of not less than \$500,000 per occurrence
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
 - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
 - b. \$100,000 for each disease
 - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
5. Umbrella Liability policy with limits of \$5,000,000 each occurrence/\$5,000,000 aggregate.

B. Conditions:

1. Policies must be written by an insurance company permitted to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida or operate under section 626 of Florida statutes as approved surplus lines companies.
3. The Firm shall maintain the required insurance throughout the term of the Agreement and furnish updated insurance certificates in compliance with the requirements herein upon renewal, reduction or cancellation.
4. The Firm shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract.
5. The Firm shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
6. "Claims made" insurance policies except for Professional Liability are not acceptable.
7. Provision or endorsement naming the District Board of Trustees of Seminole State College of Florida as an additional insured under the General Liability and Automobile Liability policies as respects insurable liabilities assumed by the Firm under this Agreement and providing that such insurance is "primary" insurance with respect to the College's

interests and that any other insurance maintained by the College is excess and not contributing insurance with the insurance required hereunder.

8. A waiver of subrogation with respect to the additional insured.
9. Under the Commercial General Liability policy, Provision or endorsement stating that such insurance will include contractual liability for insurable liability assumed by the supplier under this agreement.
10. Insurance is to cover dishonest acts by employees with a limit of not less than \$25,000.00.
11. Statutory unemployment insurance.

2. MISREPRESENTATION:

Misrepresentation of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies or capabilities may be grounds for rejection of the Proposal and termination of any ensuing contract.

3. GOVERNMENTAL ENTITIES:

In the event the Firm is a governmental entity, different insurance requirements may apply.

4. SUPPLIER RESPONSIBILITY:

The supplier shall assume responsibility for regulatory fines or expenses incurred by the College caused by the supplier's violation of any applicable State or Federal law, state or municipal or agency rule, regulation or order to which it is subject during performance under the contract. The supplier shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any damage that was caused by the supplier to any building structure or utility in consequence of its work. The supplier will notify the College in writing of any claim made or suit instituted against the supplier because of its activities in performance of this agreement.

The supplier shall purchase and maintain in force during the term of this agreement, at its own cost and expense, commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract and as specified herein. Providing and maintaining adequate insurance coverage is a material obligation of the contractor. Upon request, the supplier shall provide certificate of insurance. The limits of coverage under each policy maintained by the supplier shall not be interpreted as limiting the supplier's liability and obligations under the contract.

The Firm shall keep and maintain such required insurance in effect for the term of the contract and shall provide written notice to the College of cancellation, termination or modification of a policy of insurance required by the contract.

The Firm agrees that the "District Board of Trustees of Seminole State College of Florida" (including, without limitation, all members of the College's Board of Trustees, officers, agents, and employees) shall be named as additional insured's under the Automobile Liability and General Liability policy or policies of insurance. All such insurance shall provide that it is primary insurance as respect any other valid insurance College may possess, including any self-insured retention or deductible College may have, and that any other insurance the College does possess shall be considered excel insurance only. All such insurance shall be carried with a supplier

or suppliers that are reasonably acceptable to the college, and said policies shall be in a form reasonably satisfactory to College. The declaration page(s) from all insurance policies obtained by the Firm in accordance with this paragraph or a properly completed Certificate of Insurance on a form provided by the College, shall be furnished to the College upon the execution of this agreement.

Upon expiration of any such policy, the Firm shall file with the College a Certificate of Insurance showing that such insurance coverage has been renewed. If such insurance coverage is canceled or reduced, the supplier shall within five (5) days after such cancellation or reduction in coverage, file with College a certificate showing that the required insurance has been reinstated or provided through another insurance supplier or suppliers approved by the College. If the Firm fails to obtain or have such insurance reinstated, the College may, if it so elects, and without waiving any other remedy it may have against the supplier, immediately terminate this agreement. The Firm shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains until the completion of the services, insurance of the types and limits specified herein.

Compliance with these insurance requirements shall not relieve or limit the Firm's liabilities and obligations under this contract. Failure of the College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the College to identify a deficiency from evidence provided will not be construed as a waiver of the Firm's obligation to maintain such insurance.

A copy of Dell's current Memorandum of Insurance is available for verification and download at the following sites and includes an endorsement for additional insured as required by contractual obligations:

US MOI without Services:

<https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=188188662>

US MOI with Services:

<https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=362542334>

5. SERVICE AGREEMENTS.

Dell may provide Services, Service-related Software, cloud or hosted services, storage as a service, IaaS, information technology security services, or Deliverables to Customer under this Agreement in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.Dell.com/ServiceContracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible. However, all such Service Agreements are subject to the terms and conditions of this Agreement, and which have precedence over any conflicting terms in said Service Agreement.

6. EXCUSED PERFORMANCE.

A party shall not be liable to the other for any delay in performing its obligations if the delay is caused by circumstances beyond its reasonable control, provided that the other party is

promptly notified in writing. If the circumstance lasts longer than 30 days, then the other party may terminate, in whole or in part, this Agreement or the affected Service Agreement or Software Agreement by giving written notice to the delayed party. This Section shall not relieve either party of its obligations under this Agreement (including payment), but rather will only excuse a delay in performance.

7. PARTNER UTILIZATION.

Dell may authorize Value Added Resellers (VARs or "Resellers") under the Agreement to provide quotes, accept purchase orders, and accept payment from entities ordering under this Agreement. Dell authorized Reseller participation will be in accordance with the terms and conditions set forth in this Agreement.

8. SUSPENSION OR MODIFICATION OF SOFTWARE OR SERVICES AGREEMENTS.

Dell may suspend, terminate, withdraw, or discontinue all or part of the Services or Customer's access or one or more users' access to the Software (and third-party software) upon receipt of a subpoena or law-enforcement request, or when Dell believes, in its sole discretion, that Customer (or Customer's users) have breached any term of this Agreement or an applicable Service Agreement, or are involved in any fraudulent, misleading, or illegal activities.

With respect to Software provided or otherwise made available to Customer by Dell in connection with Services, it may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the software, which may temporarily degrade the quality of the Services or result in a partial or complete outage of the Software. Dell provides no assurance that Customer will receive advance notification of such activities or that the Software or Services will be uninterrupted or error-free. Unless otherwise agreed to in writing between Customer and Dell, any degradation or interruption in the Software or Services shall not give rise to a refund or credit of any fees paid by Customer.

CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE, INCLUDING TELEPHONE, COMPUTER NETWORKS, AND THE INTERNET, OR TO TRANSMIT INFORMATION, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE. DELL SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S ACCESS TO OR USE OF THE SOFTWARE.

9. TERMINATION OF SERVICES OR SOFTWARE AGREEMENTS.

Notwithstanding any term to the contrary in the Agreement, either party may terminate a Service Agreement or Software Agreement if the other party commits a material breach and the breach is not cured within 90 days of receipt of written notice. Termination of any Service Agreement will not terminate other Service Agreements, and termination of all Service Agreements will not terminate this Agreement. Dell may terminate all Service Agreements and Software Agreements immediately, if (i) Customer fails to make any payment when due; (ii) Customer declares bankruptcy or is adjudicated bankrupt; (iii) a receiver or trustee is appointed for Customer or substantially all of Customer's assets; or (iv) Customer purchased through a reseller and, as applicable, the agreement between Customer and such reseller expires or is terminated, the agreement between Dell and such reseller expires or is terminated, or Customer's reseller is delinquent on its payment obligations to Dell. Further,

Dell may terminate a Service Agreement immediately if Customer is acquired by or merges with a competitor of Dell.

10. LEASING.

Terms for leasing are in accordance with Exhibit B of Dell's Response.


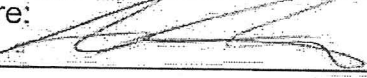
11. SURVIVAL.

Upon termination of the Agreement, all rights and obligations under the Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

12. MISCELLANEOUS.

The use of preprinted forms, such as purchase orders, will be for convenience only, and all preprinted terms and conditions stated on such forms will not apply to the extent they are inconsistent with the terms of this Agreement or other documents referenced in section 2 of this Agreement as those governing the parties' relationship. Dell and Eligible Purchasers acknowledge that Products licensed or sold under this or any resulting Agreement may be subject to the export control laws and regulations of the United States or those of other countries in which they are used and agree to abide by those laws and regulations.

This Agreement has been executed on behalf of the Parties by their duly authorized representatives.

Dell Marketing L.P.	The District Board of Trustees of Seminole State College of Florida
Signature: 	Signature: 
Name: Lauren D. Newberry	Name: Alex Setzer
Position: Contracts Consultant	Position: Chairman
Date: 5/16/2016	Date: 5/11/16

AGENCY CUSTOMER ID: 974120

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Dell Inc. and its Subsidiaries One Dell Way - RRI-50 Round Rock, TX 78682-7000	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

DELL INC. - WORKERS COMPENSATION/EMPLOYERS LIABILITY; EFFECTIVE 3/1/2016 - EXPIRATION 3/1/2017

Insurer: New Hampshire Insurance Co. NAIC# 23841

- WC015519233 - All Other States
- WC015519237 - CA
- WC015519235 - FL
- WC015519234 - WI, WY, (EMPLOYERS LIABILITY ONLY FOR THE FOLLOWING STATES: ND, OH, WA)
- WC015519232 - AK, AZ, IL, KY NC, NH, NJ, PA, UT, VA, VT
- WC015519239 - ME
- WC015519236 - OR

Insurer: Insurance Co. of the State of PA. NAIC# 19429

- WC015519238 - MA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Shannon Walker - shannon.walker@marsh.com	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Commerce & Industry Insurance Company		19410
INSURER B: (See Attached)		
INSURER C: Steadfast Insurance Company		26387
INSURER D: National Union Fire Ins Co Pittsburgh PA		19445
INSURER E: _____		
INSURER F: _____		

INSURED
 Dell Inc. and its Subsidiaries
 One Dell Way - RRI-50
 Round Rock, TX 78682-7000

COVERAGES **CERTIFICATE NUMBER:** SEA-002994188-04 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL3796534	03/01/2016	03/01/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: _____							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000	
							PRODUCTS - COMP/OP AGG	\$ 5,000,000	
								\$	
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CA1861277	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$
							\$	\$	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	19086834	03/01/2016	03/01/2017	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/>				AGGREGATE	\$ 10,000,000	
							\$	\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SEE FOLLOWING PAGE Workers Compensation excluded in ND, OH & WA	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Professional/E&O/ Technology Errors & Omissions			IPR029560404	06/01/2015	06/01/2016	Each Claim/Aggregate		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The above referenced Errors and Omissions policy shall include technology/professional liability, and data protection liability (cyber liability) insurance providing protection against: (a) errors and omissions in the performance of professional services; (b) breaches of security; (c) violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations; and (d) data theft, damage, destruction, or corruption.

CERTIFICATE HOLDER

Dell Inc. and its Subsidiaries
 One Dell Way - RRI-50
 Round Rock, TX 78682

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh Risk & Insurance Services

Stephanie Guaiumi

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Tab 10 – Financing Terms and Conditions

J – Issue 10 – Financing

Dell Response

Please refer to the following pages for the Dell’s response to Seminole’s Finance Requirements.

Financing/Purchasing Terms and Conditions

We request that the proposal address at least these forms of acquisition:

1. Purchase - direct purchase, including delivery, installation options, maintenance options, possible upgrade options, trade-in guarantees, etc.

Dell Response

Dell will work with Seminole to facilitate direct purchases, reseller/partner purchases, and lease purchases. All installation, maintenance, upgrades, and services are eligible for all types of purchase scenarios: direct, partner, or lease.

Standard ground shipment of products is included at no charge in this contract. Any upgraded shipments (express, 2-day, next-day) are the responsibility of the customer, and upgraded shipping charges can be included in all types of purchase scenarios.

2. Tax Exempt Lease - tax exempt (small issuer qualified) financing with funds escrowed and invested to maximize return and minimize net interest expense. A Master Lease will be utilized to which additional equipment schedules can be added. Financier will be required to provide any necessary bond opinions or tax opinions. Financing committee will meet periodically to negotiate interest rates. These rates should be linked to some pre-determined index.

Dell Response

DFS offers a Master Lease with Tax Exempt Lease financing. We do not utilize escrow accounts because of the exorbitant cost associated with escrow accounts. Management fees and account fees can sometimes make escrow financing costly and drive the total costs over the Florida statutory allowed interest rates. There is also a risk of losing escrow financing if there is a downward turn in the economy. DFS will provide rates that are competitive and indexed on a basis mutually agreed upon. DFS will work with the individual schools to acquire any required Bond and or Tax opinions, and agrees to pay the cost of such an opinion if required. The schools will be required to provide a validity opinion or Board meetings with every schedule.

3. Master Lease-Purchase Agreement - allows other major equipment needs to be financed, thus eliminating the necessity for seeking additional financing entities. The plan for an indexed interest rate will keep this master lease competitive.

Dell Response

Dell has a Master Lease Agreement (MLA) that would need to be executed by each customer desiring to lease from Dell. A sample copy of an MLA is included with this response. An MLA can be used to lease both Dell, and non-Dell equipment. Please refer to *Exhibit B* of this response for the proposed MLA as well as other Lease Agreements.



4. Shipping, for leasing options, must be indicated in the pricing.

Dell Response

Standard ground shipment of products is included at no charge in this contract. Any upgraded shipments are the responsibility of the customer, and shipping charges can be included in all types of purchase scenarios.

5. All options, such as but not limited to, installation, services, must be available on leases.

Dell Response

All installation, maintenance, upgrades, and services are eligible for all types of purchase scenarios: direct, partner, or lease.

6. Can supplier provide tax-exempt, lease financing? Yes XX No

Dell Response

Dell offers tax-exempt lease financing as one of our many options.

7. Will suppliers secure any required bond/tax opinion? Yes X* Refer to the following_ No

Dell Response

*Dell will require a Bond/Tax option for any single transaction of \$5MM or for any school that initiates over \$5MM in transaction in one calendar year. DFS will work with the individual schools to acquire any required Bond and or Tax opinions, and agrees to pay the cost of such an opinion. The schools will be required to provide a validity opinion or the Board meeting minutes that reflect the approval of individual schedules with every schedule. A copy of the validity opinion is included with the Lease documents located in *Exhibit B* of this response.

8. Index on which interest rates will be based: Please refer to DFS Overview immediately following.

Dell Response

Dell offers the following index provisions:

The lease rate factors used for the calculation of the annual Rent amount payable for the corresponding Products leased by Lessee on a Schedule with a Primary Term of [36, 37, 48, 49] months are set forth below (the "Base Lease Rate Factors") and are in effect for one (1) year from the Rate Date below. At Lessee's request sixty (60) days prior to the expiration of the Rate Date, Lessor will provide new Base Lease Rate Factors for an additional one (1) year. Lessor may adjust the Base Lease Rate Factors on a quarterly basis (based on calendar quarters) for new Schedules if Lessor determines there is: (i) a change in Lessee's financial status; and/or (ii) a change in the Lessor's projected residual value of the Products; and/or (iii) a change in the Lessor's cost of funds. Change in the projected residual value of a Product will be determined in substantial part by Lessor's review of the market for used Products of the type ordered by Lessee for lease and the change in Lessor's cost of funds will be based on movements in the like-term U.S. Treasury Constant Yield to Maturity interest rates as of the first day of each month, as published in the Federal Reserve Board Statistical Release H-15 and changes in spreads in the Asset Backed Securities Market. Base Lease Rate Factors for the Products being financed are based, in part, upon "on the run" like-



Tab 10 – Financing Terms and Conditions

term U.S. Treasury Constant Yield Maturity rates, as published in the Federal Reserve Statistical Release H-15 [currently on the World Wide Web at <http://www.federalreserve.gov/Releases/H15/Update/>] and may change based on changes in such rates. At the beginning of each calendar quarter, Lessor will review the U.S. Treasury Constant Yield Maturity rates. If at the time of each review the corresponding U.S. Treasury Constant Yield Maturity rate has changed by more than 25 basis points from the Target listed below, the Base Lease Rate Factor applicable to Schedules for that quarter shall be adjusted downward or upward by an amount of .00168, (\$.168 per \$100.00 financed) for annual rates, for each 25 basis point change from the Target Rate.

Term	Product Description	Base Lease Rate Factor	Payment Frequency	Target Rate	Target Rate Date
36	Dell Client/Enterprise \$1	0.35178	Annual	1.24%	12/7/15
36	Dell Client/Enterprise TELP	0.34670	Annual	1.24%	12/7/15
37	Optiplex Desktops	0.32000	Annual	1.24%	12/7/15
37	Optiplex Desktops	0.32000	Annual	1.24%	12/7/15
37	Latitude	0.32000	Annual	1.24%	12/7/15
37	Latitude	0.32000	Annual	1.24%	12/7/15
37	PowerEdge	0.32000	Annual	1.24%	12/7/15
37	PowerEdge	0.32000	Annual	1.24%	12/7/15
48	Dell Client/Enterprise \$1	0.27094	Annual	1.46%	12/7/15
48	Dell Client/Enterprise TELP	0.26513	Annual	1.46%	12/7/15
49	Optiplex Desktops	0.25000	Annual	1.46%	12/7/15
49	Optiplex Desktops	0.25000	Annual	1.46%	12/7/15
49	Latitude	0.25000	Annual	1.46%	12/7/15
49	Latitude	0.25000	Annual	1.46%	12/7/15
49	PowerEdge	0.25000	Annual	1.46%	12/7/15
49	PowerEdge	0.25000	Annual	1.46%	12/7/15



9. Supplier agrees to adjust the interest rate quarterly (daily, monthly, and quarterly) to establish a rate for each equipment schedule added.

Dell Response

Dell will adjust rates quarterly to establish the rate for each equipment schedule.

10. Initial interest rate offered to be available until January 10, 2016 (date).

Dell Response

Dell will offer a rate that is available for 90 days.

11. Supplier must attach a draft lease agreement (s) with modifications noted.)

Dell Response

Included in *Exhibit B* of this response is a sample Master Lease Agreement (MLA). Each entity that wants to enter into a lease will be required to execute an MLA.

**** Proposal must include the following submittals: proposed lease agreements addressing both a lease-purchase, as well as a tax-exempt lease. Agreements must be submitted in electronic format, as well as hardcopy.**

Dell Response

Dell has included in our lease response both a lease-purchase and tax-exempt lease options as well as the required documentation in the format requested. Please refer to immediately following for Dell Lease Response. Please also refer to *Exhibit B* of this response for the proposed MLA as well as other Lease Agreements.



Tab 11 – Financial Information (Financial Stability)

K – Issue 11 – Financial Stability

Provide one copy of the financial information in a separate sealed envelope, marked “CONFIDENTIAL”, and included with the “original packet. The three (3) copies should state in the respective tab “INCLUDED IN THE ORIGINAL”. To be eligible for the maximum amount of points, the financials must be audited by an independent firm and include a balance sheet, statement of cash flow, and income statement for the most recent two (2) years. The Board or the Committee may require the Firm to submit additional financial information if necessary to evaluate the Firm’s financial

This criterion will be evaluated by Seminole State College of Florida’s Executive Vice President and Chief Financial Officer only based on the information requested. Not by the full committee. Point conversion scale listed below.

Scoring Scale for Financial Criterion:

Total Points: 100 points maximum - See Conversion Scale below:

- 90 to 100 = 4
- 89 to 70 = 3
- 69 to 50 = 2
- 49 to 40 = 1
- Less than 40 = 0

Dell Response

Dell is providing our financial stability response in a separately sealed package which is submitted as a part of our proposal response. The materials contained in the package are sealed and marked as proprietary and confidential and are not to be disseminated as a part of the public record.

Dell’s Financial Package contains materials and documentation which fully demonstrates Dell’s financial stability. These materials include:

- Dell Credit Ratings from Standard & Poors, Moody’s and Fitch
- Recent Proof Points of Awards, Industry Recognition and Rankings
- Customer Experience and Reach
- Dell’s differentiated strategy
- Company overview including our legacy in the IT solutions marketplace.

We believe that these materials detailed in our Financial Stability response offer more than the required amount of evidence to earn full credit for Issue 11. Because of Dell’s pending acquisition of EMC and our focus on other potential acquisitions, Dell protects our financials as trade secret.

Therefore, within our separately sealed package, we are including a set of instructions for accessing additional financial data online, available through a secure login portal which subject to confirmation of NDA approval.

Please note that there are specific requirements held within the sealed envelope that need to be completed by Seminole prior to the completion of the RFP Phase 2.

Dell is now a private company

On September 12, 2013, Dell stockholders approved the proposal in which Michael Dell, Dell’s Founder, Chairman and CEO, will acquire Dell in partnership with global technology investment firm Silver Lake Partners. The merger transaction closed on October 29, 2013, and the company has commenced the process to delist its common shares from the NASDAQ Stock Market. Per the merger agreement, Dell shareholders are entitled to receive \$13.75 in cash, in addition to a special dividend of \$0.13 per common share.



Exhibit B – Dell Financial Services Overview / Agreements

Please refer to the Dell Financial Service Response as well as applicable agreements included on the following pages.

Dell Financial Services (DFS) Overview

Dell Financial Services, L.L.C. (DFS) is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. Information technology (IT), its acquisition, management and disposition, is an emerging challenge that requires state of the art tools for successful administration. DFS, in its mission to relate directly to the customer and the customer's individual needs, is ready, willing and able to assist Seminole with the acquisition of its comprehensive IT solution.

Our mission at DFS is to help your company get the technology it needs today and expand acquisition opportunities within current budget allocations. You will find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you are on a regular rotation program, unsure of your long-term plans or seeking an affordable method of financing equipment, software and related services.

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

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

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

DFS – We are more than just financing.

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

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

Fully-Integrated Order Processing

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

One Stop Shopping

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



Why Lease?

Leasing allows several advantages for your company. Following are just some of the many benefits to leasing:

- **Conservation of capital** – Leasing allows your company to conserve capital for investment in its business rather than in the infrastructure.
- **Payment flexibility** – Leasing provides payment flexibility tailored to specific cash flow for budgetary requirements.
- **Operational flexibility** – Leasing maximizes your IT investments by matching your lease term to the useful life of the asset in your organization’s environment.
- **Residual value risk** – Leasing helps reduce the risk of ownership, liability and cost usually associated with asset disposal and re-marketing.
- **Proper equipment disposal** – Leasing allows your company to properly dispose of surplus equipment, both for ethical and regulatory reasons, and places the responsibility on the legal owner for its proper disposal.
- **No Escrow** – DFS does not utilize escrow accounts for any lease options. Leasing with DFS alleviates concerns of sudden non-funding due to changes in the global economy that are out of your control. DFS guarantees payment to your vendors as long as your credit has no substantial changes and all documents have been received by DFS.

Many IT organizations strive to balance the need to invest in IT equipment, software, and service solutions with their organization’s goal of minimizing capital spending and are shifting to leasing and financing for their new acquisitions.

Existing lease-versus-buy analysis routines remain, for many organizations, a “spreadsheet” exercise which gloss over inconsistencies in:

- Planned life cycles
- Related maintenance and support costs
- Tightening decommissioning/recycling requirements

By purchasing as opposed to leasing, IT organizations may be incurring much higher annual costs than necessary to acquire, manage, and decommission their IT equipment.

Lease Program Overview

DFS’ leasing programs offer flexible end-of-lease options designed to suit each entity’s unique needs. Lease terms range from 12 to 60 months and are tailored to match the essential useful life of the leased equipment to the lease term. Lease payments can be billed monthly, quarterly, semi-annually or annual, in advance or arrears.

Master Lease Program - The Master Lease Program is the most efficient choice for large-scale acquisitions (in excess of \$250,000 in leased equipment over the next 12 months). By establishing a Master Lease Agreement (MLA), your company has the ability to upgrade PC-related equipment continually with minimal additional paperwork.

The following chart explains DFS’ lease structures and the advantages of our lease program:

Rotation Programs	Ideal	Term	Advantages
Fair Market Value (FMV)	Customers on a technology rotation program	At the end of the lease term, return equipment and upgrade to a new lease or purchase the equipment for its then current fair market value.	<ul style="list-style-type: none"> • Maximizes useful life of equipment • Reduces IT costs by ensuring regular equipment upgrades on a new lease • Deferred payment option may apply for qualified customers



DellFlex™ (DellFlex)	Customers on a technology rotation program	Exercise the option to purchase the products at XX% (desktops and notebooks) or XX% (printers and servers) of the equipment's original value.	<ul style="list-style-type: none"> Allows migration to latest technology before end of lease term through a simple, streamlined process Provides integrated asset disposal mechanism which may lead to elimination of property bidding and associated cost Provides a hedge against technology obsolescence
Ownership Programs	Ideal	Term	Advantages
Finance Lease	Customers planning to keep their equipment but desire a lease financing solution	Purchase leased equipment at end of the lease term for \$1.	<ul style="list-style-type: none"> Offers end-of-lease ownership option with cost-effective solution for cash flow management Equipment may qualify for standard depreciation schedule (consult your tax advisor) Deferred payment option may apply for qualified customers
Tax Exempt Lease Purchase (TELP)	Customers planning to keep equipment but desire a lease financing solution	Purchase leased equipment at end of lease term for \$1.	<ul style="list-style-type: none"> Only available to states and their political subdivisions (most public K-12 and Higher Education institutions generally qualify) Equipment may qualify for standard depreciation schedule (consult your tax advisor) Deferred payment option may apply for qualified customers
Installment Payment Agreement	Customers seeking to own their equipment while spreading out acquisition costs	Approved companies make four installment payments over a 12-month payment.	<ul style="list-style-type: none"> Helps conserve capital and maximize cash flow by spreading out acquisition costs

Online Tools

At DFS, we know that acquiring Dell equipment is just one element of your extensive asset management program. Therefore, we have created DFS Online Services (DFSOS), a web-based asset management system that places access to information regarding your leased assets right at your fingertips.

With DFSOS, qualified customers will be able to search for contract and asset data, request location and cost center changes, accept lease schedules online and much more. Just access DFSOS through your Dell Premier site and you will be on your way to achieving greater control over your Dell leased assets.

DFSOS includes many valuable features including the following:

- **Review and Manage Your Contracts** – DFS has given you one place to view your assets. You can search by contracts, contract number, commencement date or termination date. If you need more information, you can sort by a variety of fields such as equipment cost, payment amount, and payment schedules. Most importantly, all information is available for download in either CSV or XML formats for easy import into your current asset management program.
- **Streamline End-of-Lease Tasks** – Your Company will be able to request end-of-lease services online and obtain packing slips, buyout quotes, early termination quotes and renewal/extension quotes via the DFSOS tool. Your request will be reviewed by our customer service representatives and posted on the end-of-lease document page.
- **Immediately Access Your Documents** – With DFSOS, the documents associated with your lease agreements are online, which minimizes chasing down of paper documents. Think of it as an online filing



system. You can also access your lease schedules through our Online Schedule Acceptance feature. The functionality of our online system makes reviewing and accepting lease schedules very easy.

- **Generate Custom Reports** – Perhaps the most important feature of DFSOS is your ability to create various reports and download them for later review and use. Following are different types of reports that your company can generate.
 - **Active Asset Report** – An overview of your assets by contract number or date
 - **Disposed Asset Report** – Contract level detail on assets received by DFS and removed from our billing cycle
 - **Received Asset Report** – Confirm assets returned at the end-of-lease
 - **Custom Report** – Build your own report from the wide range of lease asset fields

Reports are available for download and will be accessible for a period of seven days. You can check the status of your online requests easily by referring to the dashboard on the home page.

Minority Financing

Through a strategic arrangement with Pharos Financial Services L.P. (PFS), DFS can help facilitate ownership and rotation financing programs to customers desiring a Minority Business Enterprise (MBE) or Historically Underutilized Business (HUB) lessor.

These programs can benefit customers in a number of ways:

- Demonstrate public policy support
- May provide bidding advantages on government contracts
- Cultivate greater customer loyalty

The collaboration between PFS and DFS also offers a number of advantages:

- Access to DFS financing program benefits including customized payment structures, electronic invoicing, asset reporting and a flexible end-of-lease process
- Single-source contact for equipment and leasing needs
- One-stop shopping for service
- Speed to production and delivery
- Easy equipment upgrades and enhancements

Unlike a complete outsourcing solution, you remain in total control of key strategic decisions with PFS minority financing solutions.

Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing. The leasing arrangement will establish a long-term (beyond net 30 days) financial relationship between DFS and Seminole. Therefore, the terms and conditions of a mutually beneficial and duly executed DFS Lease Agreement shall take precedence over any other terms and conditions.

DFS Lease Quote

Product Description	Term	Purchase Option	Flex Payment	Rate Factor	Payment Frequency	Payment Timing	Consolidation Period
	48	TELP (Tax-exempt)		0.26513	Annual	Advance	Monthly
	36	TELP (Tax-exempt)		0.34670	Annual	Advance	Monthly
	48	\$1out (taxable)		0.27094	Annual	Advance	Monthly
	36	\$1out (taxable)		0.35178	Annual	Advance	Monthly



Poweredge	49	Dell Flex	6%	0.25000	Annual	Advance	Monthly
OptiPlex	49	Dell Flex	6%	0.25000	Annual	Advance	Monthly
Latitude	49	Dell Flex	6%	0.25000	Annual	Advance	Monthly
Poweredge	37	Dell Flex	8%	0.32000	Annual	Advance	Monthly
Latitude	37	Dell Flex	8%	0.32000	Annual	Advance	Monthly
OptiPlex	37	Dell Flex	8%	0.32000	Annual	Advance	Monthly

Terms and Conditions:

- Lease rates are quoted by Dell Financial Services L.L.C. and are valid in the United States only.
- DFS has provided a lease quote for an alternate 37 or 49 Month DellFlex Technology Refresh lease structure, quoted with annual payment options, in advance. The DellFlex technology refresh lease structure is similar to our standard tax-exempt lease purchase but provides Seminole with an opportunity to “refresh” the equipment on the first day of the last month of the primary term (the 37th or 49th month, or the "Tech Refresh Date"). If Seminole wishes to exercise this option, Seminole must notify DFS in writing at least 120 days prior to the end of the Primary Term, return all (but not less than all) of the equipment on the lease, and enter into a new lease for new, upgraded equipment with a minimum 24 month term. When Seminole completes the DellFlex requirements and any other payment or performance requirements under the lease terms, the original lease will end. If the terms and conditions of the DellFlex option are not fulfilled in their entirety before the Tech Refresh Date, the DellFlex refresh option is null and void and Seminole shall pay the final Rent payment due on the Tech Refresh Date, after which the Seminole obtains free and clear title to the equipment.
- DFS has also provided a Finance Lease. At the end of this type of lease, Seminole has the option to purchase the equipment for \$1.
- DFS has provided a lease quote for a 36 and 48 month TELP, quoted with annual payment options, in advance.
- Lease rates are also based upon the configuration and specification of the Dell supplied equipment specified in the RFP, and DFS reserves the right to revise pricing in the event of any change in the configuration or equipment specification or reduction in asset values as determined by DFS.
- Lease rates are quoted assuming annual in advance without interim rent.
- Lease rates assume monthly consolidation of invoices with one schedule per month.
- If Seminole 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 the Fair Market Value or 10% Purchase Option Lease structures, Seminole must reimburse DFS for that tax expense in connection with the Seminole’s lease.
- The Purchase Order will be made out to Dell Financial Services L.L.C; One Dell Way; Round Rock, TX 78682. The Purchase Order will 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. Also include any applicable shipping costs as a line item and include your address as the SHIP TO destination.
- The risk of loss on the equipment is borne solely by Seminole. Seminole shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee; and, (iii) workmen's compensation insurance.
- The lease will contain an appropriation of funds clause. Seminole will covenant that it will do all things legally within its power to obtain and maintain funds from which the payments may be paid and Seminole will not give priority or parity in the application of funds to any functionally similar equipment.
- In addition to a duly executed Agreement, other appropriate documents may be required such as opinions of counsel, UCC financing statements, audited financials and other documentation as is reasonably requested by DFS.



Exhibit B – Dell Financial Services Overview / Agreements

- DFS has provided leasing capabilities and rates in this proposal based on current market conditions. All terms are subject to final credit approval, availability, review of the economics of the transaction, and execution of mutually acceptable documentation. This is a proposal only and not an offer of financing. The parties shall execute mutually acceptable documentation upon final agreement of terms.
- Lease rates are valid for 90 days.

DFS Sales Representative

DFS Account Executive		
Michael Cone	Office Phone	512-728-7407
	Email	Michael_Cone@Dell.com



Applicable DFS Agreements

For DFS's Master Lease Agreement as well as other applicable documents, please refer to the following pages.

