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TUESDAY, JANUARY 14, 2020
CITY COUNCIL AGENDA
6:00 PM

- I. Call to Order by Chairman Oglesby.
- II. Pledge of Allegiance/Invocation (Councilman Smith).
- III. Special Presentation.

Order of Business for City Council

- IV. Minute Approval.
- V. **Ordinances – Final Reading:**

FINANCE

- a. [An ordinance to amend Ordinance No. 13474, known as “the Fiscal Year 2019-2020 Capital Budget Ordinance,” so as to appropriate \\$100,000.00 from the Department of Youth and Family Development Capital Project Early Learning Centers Capital Grants Project, to the United Way of Greater Chattanooga for the Quality Matters Grants Program.](#)

PLANNING

- b. [2019-0146 Wayne Williams \(R-4 Special Zone to UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of a property located at 1605 East 12th Street, more particularly described herein, from R-4 Special Zone to UGC Urban General Commercial Zone, subject to certain conditions. \(District 8\) \(Alternate Version #3\)](#)
- c. [2019-0154 Sean S. Daniels \(C-5 Neighborhood Commercial Zone to C-2 Convenience Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone part of a property located at 3630 Ridgeway Drive, more particularly described herein, from C-5 Neighborhood Commercial Zone to C-2 Convenience Commercial Zone, subject to certain conditions. \(District 9\) \(Alternate Version\) \(Deferred from 01-07-2020\)](#)

VI. **Ordinances – First Reading:**

PLANNING

- a. 2019-0168 Kristy Summers (R-1 Residential Zone and C-2 Convenience Commercial Zone to A-1 Urban Agricultural Zone and R-3 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located in the 6200 block of Dayton Boulevard, more particularly described herein, from R-1 Residential Zone and C-2 Convenience Commercial Zone to A-1 Urban Agricultural Zone and R-3 Residential Zone. (District 1) (Recommended for approval by Planning and deferral of 30 days by Staff)
- b. 2019-0175 Ken DeFoor Properties (M-3 Warehouse and Wholesale Zone to R-3 Residential Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 2767 Northpoint Boulevard, more particularly described herein, from M-3 Warehouse and Wholesale Zone to R-3 Residential Zone. (District 3) (Recommended for approval by Planning and Staff)
- c. 2019-0149 Ideis Architecture (R-2 Residential Zone to O-1 Office Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 3505 Divine Avenue, more particularly described herein, from R-2 Residential Zone to O-1 Office Zone. (District 7) (Recommended for denial of C-2 Convenience Commercial Zone and approval of O-1 Office Zone by Planning and Staff)

2019-0149 Ideis Architecture (R-2 Residential Zone to O-1 Office Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 3505 Divine Avenue, more particularly described herein, from R-2 Residential Zone to C-2 Convenience Commercial Zone. (Applicant Version)
- d. 2019-0165 Wayne Williams (Lift Conditions). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift conditions from Ordinance No. 12197 of previous Case No. 2008-0161 from part of the property located at 1605 East 12th Street, more particularly described herein. (District 8) (Recommended for approval by Planning and Staff)
- e. 2019-0162 Michael Piekarski (Lift Conditions). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift conditions from Ordinance No. 9872 of previous Case No. 1993-0049 from the part of a property located at 2001 North Chamberlain Avenue, more particularly described herein, subject to certain conditions. (District 9) (Staff Version) (Recommended for denial by Planning)

2019-0162 Michael Piekarski (Lift Conditions). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift conditions from Ordinance No. 9872 of previous Case No. 1993-0049 from the part of a property located at 2001 North Chamberlain Avenue, more particularly described herein. (Applicant Version)

- f. 2019-0172 David Hudson (R-4 Special Zone to Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1806 Bailey Avenue, more particularly described herein, from R-4 Special Zone to Urban General Commercial Zone, subject to certain conditions. (District 9) (Recommended for approval by Planning and Staff)

2019-0172 David Hudson (R-4 Special Zone to Urban General Commercial Zone). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 1806 Bailey Avenue, more particularly described herein, from R-4 Special Zone to Urban General Commercial Zone. (Applicant Version)

- g. An ordinance amending Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, Article V, Zoning Regulations, Division 6, R-2 Residential Zone, Section 38-94, Height and Area Regulations, (4) Minimum building setback to clarify side yard setback requirements for townhouse developments.

VII. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. A resolution authorizing the Mayor to enter into a Lease Agreement, in substantially the form attached, with the Hamilton County, Tennessee, Board of Education for a portion of Tax Parcel No. 126L-C-001, for a term of one (1) year at the consideration of \$2.00 to allow for the demolition and removal of the manufactured unit and other items located on the premises located at 1510 Hamilton Avenue. (District 2)
- b. A resolution authorizing the Mayor to enter into a Premises Use Agreement with Connect Leadership Foundation, in substantially the form attached, for the use of the athletic fields located at 6862 Ty Hi Drive, on a portion of Tax Parcel No. 139I-B-001, for a term of four (4) years. (District 6)
- c. A resolution authorizing the Mayor to enter into a Lease Agreement, in substantially the form attached, with the Hamilton County, Tennessee, Board of Education for the use of a portion of Tax Parcel No. 168I-C-032, for the operation of the Cedar Hill Head Start/Early Head Start Program located at 4701 Divine Street for a term of one (1) year with the option to renew for three (3) additional terms of one (1) year each for the amount of \$1.00 per term. (District 7)

Agenda for Tuesday, January 14, 2020

Page 4

- d. A resolution authorizing the Mayor to enter into a Lease Agreement, in substantially the form attached, with the Hamilton County, Tennessee, Board of Education for the use of Tax Parcel Nos. 136L-M-002, 136L-M-005, and 136L-M-006, for the operation of the Avondale Head Start/Early Head Start Program located at 2302 Ocoee Street for a term of one (1) year with the option to renew for three (3) additional terms of one (1) year each for the amount of \$1.00 per term. (District 9)
- e. A resolution authorizing the Mayor to enter into a Lease Agreement, in substantially the form attached, with the Hamilton County, Tennessee, Board of Education for the use of a portion of Tax Parcel No. 066M-D-014, for the operation of the Daisy Head Start/Early Head Start Program located at 9517 W. Ridge Trail Road in Soddy Daisy, Tennessee, for a term of one (1) year with the option to renew for three (3) additional terms of one (1) year each for the amount of \$1.00 per term.
- f. A resolution authorizing the Administrator for the Department of Economic and Community Development to enter into an Artwork Creation Agreement with the artist, Brandon Donahue, to provide services for a community informed mural on the Brainerd YFD Center, for an amount not to exceed \$30,000.00.

PLANNING

- g. 2019-0180 Kristy Summers (Special Permit). A resolution approving a Special Permit for an A-1 Urban Agricultural Zone on less than five (5) acres for properties located in the 6200 block of Dayton Boulevard. (District 1) (Recommended for approval by Planning and deferral of 30 days by Staff)
- h. 2019-0169 Jay W. Bell (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for a Residential Planned Unit Development for properties located in the 7000 block of Hixson Pike. (District 3) (Recommended for approval by Planning and Staff)
- i. 2019-0170 Delbert-Skidmore, LLC (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for a Residential Planned Unit Development for properties located in the 7000 block of Hixson Pike. (District 3) (Recommended for approval by Planning and Staff)
- j. 2019-0171 Delbert-Skidmore, LLC (Abandonment of a Special Exceptions Permit). A resolution approving the abandonment of a Special Exceptions Permit or a Residential Planned Unit Development approved by Resolution No. 29169 for the properties located in the 7000 block of Hixson Pike and 1701 East Boy Scout Road. (District 3) (Recommended for approval by Planning and Staff)
- k. Gilliland Frederick Wesley, Sr. & Margaret Collins/SaiSanaaShiv G.P. AumJalasai, LLC (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for an existing liquor store, change in ownership, located at 5032 Brainerd Road. (District 6)

PUBLIC WORKS AND TRANSPORTATION

Transportation

- l. [A resolution approving the termination and abandonment of easement reserved for the Electric Power Board, Tennessee-American Water Company, Comcast Cable Communications, Inc. and Chattanooga Gas Company in a portion of two alleys located Southwest from the 1500 block of West 35th Street and Northwest from the 1700 block of Cummings Highway that the City closed and abandoned by Ordinance No. 11218, as rescinded and amended by Ordinance 11242, a copy of which is attached hereto and incorporated herein by reference. \(District 7\)](#)

- m. [A resolution authorizing the Administrator for the Department of Public Works to renew the agreement with Chattanooga Transfer, LLC for the transfer, transportation, and disposal of municipal solid waste and transfer, transportation and disposal of construction and demolition waste for the renewal period of September 27, 2019 to September 26, 2022. \(Deferred from 01-07-2020\)](#)

VIII. Purchases.

IX. Other Business.

- a. **AumJalasai, LLC d/b/a Lamplight Package Store - Certificate of Compliance (District 6)**

- b. [Report on Debt Obligation - SRF Loan No. 2018-406 - \\$17.1 million](#)

- c. [Report on Debt Obligation - SRF Loan No. 2019-429 - \\$21 million](#)

- d. [Report on Debt Obligation - SRF Loan No. CW6 2018-405 - \\$900,000](#)

- e. [Report on Debt Obligation - SRF Loan No. CW7 2019-428 - \\$2.7 million](#)

X. Committee Reports.

XI. Recognition of Persons Wishing to Address the Council.

XII. Adjournment.

TUESDAY, JANUARY 21, 2020
CITY COUNCIL AGENDA
6:00 PM

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2. Pledge of Allegiance/Invocation (Councilman Ledford).
3. Special Presentation.

Order of Business for City Council

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PLANNING

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- d. [2019-0165 Wayne Williams \(Lift Conditions\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift conditions from Ordinance No. 12197 of previous Case No. 2008-0161 from part of the property located at 1605 East 12th Street, more particularly described herein. \(District 8\) \(Recommended for approval by Planning and Staff\)](#)

- e. [2019-0133 Southern Spear \(M-1 Manufacturing Zone, M-2 Light Industrial Zone, and R-1 Residential Zone to UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone properties located a 901 South Holtzclaw Avenue, 903, 9105, and 1001 South Greenwood Avenue, two unaddressed parcels in the 1300 blocks of Bennett and Anderson Avenue, more particularly described herein, from M-1 Manufacturing Zone, M-2 Light Industrial Zone, and R-1 Residential Zone to UGC Urban General Commercial Zone, subject to certain conditions. \(Alternate Version #2\) \(Deferred from 10/15/2019\) \(Districts 8 & 9\)](#)

- f. [2019-0162 Michael Piekarski \(Lift Conditions\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to lift conditions from Ordinance No. 9872 of previous Case No. 1993-0049 from the part of a property located at 2001 North Chamberlain Avenue, more particularly described herein, subject to certain conditions. \(District 9\) \(Staff Version\) \(Recommended for denial by Planning\)](#)

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6. **Ordinances – First Reading:**

FINANCE

- a. [An ordinance to amend Chattanooga City Code, Part II, Chapter 2, Section 2-409, Section 2-410\(e\)\(3\) and Section 2-418, relative to the Fire and Police Pension Fund.](#)

POLICE

- b. [An ordinance to amend Chattanooga City Code, Part II, Chapter 5, Article III, Division 2, Section 5-71, relative to temporary beer permits; Section 5-75, relative to distance requirements; and Section 5-87, relative to Station Street, and to add Chattanooga City Code, Part II, Chapter 5, Article III, Division 2, Section 5-89, relative to training. \(Deferred from 01-07-2020\)](#)

7. **Resolutions:**

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [2020-01 Mint House Tennessee, LLC/Heritage Land & Development \(STVR\). A resolution approving Short Term Vacation Rental Application No. 19-STVR-00128 for property located at 721 Broad Street, Unit #1204. \(District 7\)](#)
- b. [2020-02 Mint House Tennessee, LLC/Heritage Land & Development \(STVR\). A resolution approving Short Term Vacation Rental Application No. 19-STVR-00129 for property located at 721 Broad Street, Unit #212. \(District 7\)](#)
- c. [2020-03 Megan Stevens/James Stevens \(STVR\). A resolution approving Short Term Vacation Rental Application No. 19-STVR-00168 for property located at 3201 E. 36th Street. \(District 7\)](#)

PUBLIC WORKS

- d. [A resolution authorizing the Administrator for the Department of Public Works to award Contract No. R-18-004-201 to P&C Construction, Inc. of Chattanooga, TN, The Scramble Interactive Streetscape on 1st Street, in the amount of \\$833,106.55, plus a contingency amount of \\$83,500.00, for a total project cost in the amount of \\$916,606.55. \(District 7\)](#)

8. Purchases.

9. Other Business.

10. Committee Reports.

Agenda for Tuesday, January 14, 2020

Page 9

11. Recognition of Persons Wishing to Address the Council.
12. Adjournment.

Proposed City Council Purchases 01-14-2020?

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	SUMMARY Additional Supplemntation Requested Collected Prior to Council Session
R193380 Information Technology Department	New Blanket Contract - Dell Devices and Services from Dell Marketing L.P. - Information Technology Department			Dell Marketing L.P. One Dell Way Round Rock, TX 78682	Total Estimate \$3,000,000.00 Annually	General Fund	New Blanket Contract - Dell Devices and Services from Dell Marketing L.P. - Information Technology Department. The City will issue a new blanket contract that utilizes Wilson County Board of Education Contract 51AHO, the contrat will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. TCA 6-56-304.2 allows this single source blanket contract exempted from the usual advertising and bidding requirements.



City of Chattanooga

Mayor Andy Berke

January 8, 2020

Mr. Brent Messer
Chief Information Officer
Information Technology Department
1100 Market St. Suite 300
Chattanooga, TN 37402

Subject: Requisition 193380 – New Blanket Contract for Dell Devices and Services from Dell Marketing L.P. – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to award a new blanket contract as needed for Information Technology Department and Citywide usage. This contract will utilize Wilson County Board of Education Contract 51AHO which allows for other government municipalities to participate in cooperative purchases. The contract term will be for Twelve (12) months ending January 2021 with the option to renew for an additional two (2) years. The estimated annual spend for this contract is \$3,000,000.00.

I recommend awarding blanket contract for Dell Devices and Services to Dell.

This contract utilizes Wilson County Board of Education Contract No. 51AHO. A copy of this contract is attached for your review.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Vickie Haley
Interim Director of Purchasing

VH/mh
Attachments

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



DELL CONTRACT CODE# 51AHO
CUSTOMER PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES

between

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

and

Wilson County Board of Education
415 Harding Drive
Lebanon, Tennessee 37087
("Customer")

This Customer Purchase Agreement ("CPA"), made between Customer and Dell as of the date of last signature below (the "Effective Date"), together with any Schedules, governs Customer's purchase of Products and Services from Dell for internal use. Customer and Customer's Affiliates may order from Dell and Dell's Affiliates under this CPA, in which case such Affiliates shall be "Customer" and "Dell" for the purposes of such orders. Dell and Customer are each referred to individually as a "party," and collectively as the "parties."

1. DEFINITIONS

- A. "Dell" means Dell Marketing L.P. or the Dell Affiliate identified on the Order.
- B. "Dell Affiliate" means a direct or indirect subsidiary of Dell Inc. located in the United States.
- C. "Hardware" means computer hardware, related devices and other accessories including all embedded components (excluding Software).
- D. "Hardware Services" means (a) services to be performed by or on behalf of Dell necessary to repair a defect in materials or workmanship of Hardware and as otherwise defined in the Hardware Schedule or SOW, (b) standard deployment services, such as Basic Deployment Services, ProDeploy or ProDeploy Plus services, or c) standard configuration services, including Static and Dynamic Imaging, Asset Tagging, Asset Reporting, standard System Configuration services (BIOS Settings, Hard Drive Partitioning, Application Installation and Operating System Settings).
- E. "Order" means an order placed for Products and/or Services by (a) a written ordering document or agreement under this CPA that is executed by the parties, such as a signed Dell quotation or SOW, (b) Dell's online ordering process at Dell.com or other Dell electronic ordering process agreed to by Dell and Customer, or (c) a Customer purchase order accepted by Dell.
- F. "Products" means Hardware, Software or both.
- G. "Professional Services" means services, other than Hardware Services, to be performed by or on behalf of Dell pursuant to an SOW.
- H. "Schedule(s)" means the Product Schedule or Services Schedule to this CPA, and any other schedules later executed by the parties under this CPA, as well as any attachments to such Schedule(s). Unless otherwise defined in a Schedule, capitalized terms in Schedules shall have the meaning defined in the CPA.
- I. "Services" means either Hardware Services, Professional Services, or both.
- J. "SOW" means any mutually agreed document or agreement describing Services to be provided by or on behalf of Dell to Customer, including without limitation, "Statements of Work," "Service Descriptions," "Specification Sheets," "Task Orders," "Order Forms" and any other such documents executed under the terms of a Professional Services Schedule hereto or otherwise available at Dell.com/servicecontracts/global.
- K. "Third-Party Products" means any Products or Services that are not manufactured, created, licensed, branded or performed by or on behalf of Dell.

2. TERM; AUTO-RENEWAL

This CPA continues for a period of five (5) years from the Effective Date. Unless terminated under Section 10 ("Termination"), this CPA may be renewed on the anniversary of the Effective Date for one (1) additional five (5) year period (each period, a "Term"), unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-current Term. Each Service and Software license will continue for the term stated in the applicable SOW or Software Agreement (as defined in Section 5.B), unless terminated earlier in accordance with its terms or this CPA. Hardware Service may be renewed if Customer pays a renewal invoice from Dell or continues to use the Hardware Service past its initial term.

3. ORDERING AND PAYMENT

- A. **Quotes and Orders.** Customer must identify Dell's quotation (if any), the Dell Contract Code assigned to this CPA (if any), the Products and Services ordered, the requested shipment dates, and shipping and invoice addresses on all Orders. Each Order is subject to acceptance by Dell. Quoted prices are effective until the expiration date of the quote, but may change due to shortages in materials or resources. Orders for Third-Party Products are subject to availability and are cancellable only by Dell. Dell may, prior to shipment, cancel and refund Orders affected by typographical errors. Customer shall place all Orders in the country where the Products and Software are to be shipped and for Services, where the Services benefit is received.
- B. **Payment.** Invoices are due and payable within 30 days of the invoice date unless the invoice states payment terms greater than 30 days. Payment must be made in the method and currency identified by Dell. Dell must approve in writing any assignment by Customer of its payment obligations to a third-party financing company (other than Dell Financial Services, LLC). Dell, without waiving any other rights or remedies and without liability to Customer, may suspend any or all Services until all overdue amounts are paid in full. Customer will pay all reasonable legal fees (including reasonable attorney's fees) and costs associated with collection of overdue amounts.
- C. **Taxes.** Customer is responsible for payment of any sales, use, VAT, GST and any other similar taxes or governmental fees associated with Customer's Order, except for taxes based on Dell's net income, gross revenue or employment obligations. If Dell is obligated by applicable law to collect and remit any taxes or fees, then Dell will add the appropriate amount to Customer's invoices as a separate line item. If Customer qualifies for a tax exemption, Customer must provide Dell with a valid certificate of exemption or other appropriate proof of exemption. The charges stated on each line item of the invoice shall include all duties, levies or any similar charges and exclude VAT or equivalent sales or use tax. Customer shall also pay all freight, insurance, and taxes (including but not limited to import or export duties, sales, use, value add, goods and services, and excise taxes). Dell's invoice shall be in accordance with applicable law. If Customer is required by law to make a withholding or deduction from payment, Customer will make payments to Dell net of the required withholding or deduction, and will supply to Dell satisfactory evidence (e.g. official withholding tax receipts) that Customer has accounted to the relevant authority for the sum withheld or deducted. If such evidence is not provided to Dell within 60 days of remittance to the applicable tax authority, Dell will impose a penalty payment on Customer, and Customer will be liable for such penalty, in the amount of the withholding imposed on that particular transaction.

4. SERVICES

The following shall apply to all purchases of Services under this CPA:

- A. **SOW.** Services shall be subject to the additional terms contained in any SOW executed or otherwise provided by Dell in connection with the Service.
- B. **Third-Party Products.** If Customer provides or makes available Third-Party Products for Dell to use in connection with the Services, Customer (a) authorizes Dell to use such Third-Party Products as needed to provide the Services, (b) warrants that it has all consents, licenses, and sublicense rights as may be necessary to make the Third-Party Products available to Dell, and (c) agrees that Dell shall not be liable to Customer if Dell's authorized use causes warranties or other services contracts for the Third-Party Products to become void.
- C. **Services Software.** "Services Software" is Software that Dell may make available to Customer as necessary to enable Customer to receive and use the Services. Services Software may be hosted by Dell or installed on Customer's computers. Customer agrees that it shall (i) only use the Services Software as necessary to receive

and/or use the Services during the term thereof, (ii) use any Services Software hosted by Dell in a lawful manner, without interfering with other Dell customers' use of the Services Software, and without attempting to disrupt the security or operation of the network or systems used to provide the Services Software; and (iii) not misappropriate, disclose, or otherwise violate Dell's or its suppliers' intellectual property rights in the Services Software.

- D. **Customer Obligations.** Except as may be expressly agreed by the parties in writing, Customer shall be solely responsible to back up all data on its systems and to install all equipment or technology upgrades, refreshes, and replacements. Customer shall provide timely access to Customer personnel, systems and information as may be needed for Dell to perform the Services. If the Services are provided on Customer's premises, Customer shall provide, without charge to Dell, a reasonable work environment for Dell personnel that is in compliance with all applicable laws and regulations and that includes work space, reproduction, computer, and other equipment, supplies, and services all as may be needed to perform the Services.
- E. **Data.** In connection with Dell's performance of or Customer's use of the Services or Services Software, Dell may obtain, receive, and/or collect data or information, including system-specific data (collectively, the "Data"). Customer grants Dell (i) a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to provide the Services or the Services Software; (ii) a license to aggregate and use the Data in an anonymous manner in support of Dell's internal, marketing and sales activities; and (iii) the right to copy and maintain the Data on Dell's or its suppliers' servers as necessary to provide the Services. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Data within and outside of the country in which Customer is located in order for Dell to provide Services hereunder.
- F. **Updates.** It may be necessary for Dell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Services Software, which may temporarily degrade the quality of the Services or result in a temporary outage of the Services Software.

5. SOFTWARE

Customer may purchase Software licenses under this CPA for Software licensed to Customer by Dell or a Dell Affiliate ("Dell Licensed Software") and for Software licensed to Customer by a third party ("Third-Party Software").

- A. **"Software"** means any software, library, utility, tool, or other computer or program code, each in object (binary) code form, and the printed materials, online and electronic documentation provided by Dell with the Software and any copies thereof.
- B. **"Software Agreement"** means either (i) the software license agreements included with the software media packaging or presented to Customer during the installation or use of the Software, or (ii) if no license terms accompany Dell Licensed Software or are not otherwise made available to Customer by Dell, then the applicable licensing terms found at www.dell.com/licenseagreements will apply.
- C. **"Software Terms"** means the terms in a Software Agreement for Dell Licensed Software that state (a) the Dell Affiliate that is the licensor of the Software (the "Licensor") (b) Software title, license definitions, rights, and restrictions; (c) Software warranties and remedies; (d) maintenance and support services for the Software; (e) the Licensor's rights in connection with a change of control of Licensor or a sale of its assets; (f) Customer's compliance obligations with respect to the Software; (g) the parties' rights and obligations with respect to a termination of the Software Agreement or a license granted thereunder, and (h) the parties' liability in the event of a misappropriation, misuse, or disclosure of the other party's intellectual property, including, but not limited to the Software.
- D. **Governing Terms.** Dell Licensed Software shall be governed by this CPA, the Software Terms, and the applicable Order provided to Customer by Dell (if any). Third-Party Software shall be governed by the Software Agreement that is provided with such Software and, as between Dell and Customer, the sections of this CPA regarding payment, taxes, warranty, and liability.

6. LIMITED WARRANTY

DELL'S WARRANTY TERMS FOR PRODUCTS SHALL BE PROVIDED AS INDICATED IN THE PRODUCT SCHEDULE OR THE SOFTWARE TERMS. DELL'S WARRANTIES FOR SERVICES SHALL BE PROVIDED IN THE SERVICES SCHEDULE. EXCEPT AS

EXPRESSLY STATED BY DELL ELSEWHERE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DELL (INCLUDING DELL AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (a) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (b) FOR ANY THIRD-PARTY PRODUCTS OR SERVICES; (c) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; OR (d) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR. PRODUCTS AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS, REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE PRODUCTS OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES").

WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY DELL (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR HARDWARE SERVICES. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY DELL "AS IS."

7. CONFIDENTIALITY

"**Confidential Information**" means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only be disclosed to the receiving party's personnel, professional advisors, agents, and subcontractors ("**Representatives**"), or governmental taxing authorities, on a "need-to-know" basis in connection with this CPA. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party's Confidential Information; (ii) has been obtained from a source which is not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 3 years from the initial date of disclosure, except that obligations related to information about a party's trade secrets and intellectual property shall never expire.

8. INDEMNIFICATION

- A. Dell shall defend and indemnify Customer against any third-party claim that Dell-branded Products, Services or any tangible items provided as part of the Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Claims**"). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (1) obtain a right for Customer to continue using such Products or Service-related deliverables, if any, or for Dell to continue performing the Services; (2) modify such Products or Services to make them non-infringing; (3) replace such Products or Services with a non-infringing substitute; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Service-related deliverables, if any. Dell shall have no obligation for any claim arising from (a) modifications of the Products or Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products; (c) Dell's compliance with Customer's written specifications or directions, including the incorporation of any software or other materials or processes Customer provides or requests or (d) Customer's failure to incorporate free Software updates or upgrades that would have avoided the alleged infringement. Dell's duty to indemnify and defend under this Indemnification Section is contingent upon: (i) Customer's prompt written notice of the Claim (ii) Dell's right to solely control the defense and resolution of the Claim, and (iii) Customer's cooperation in defending and resolving the Claim. These are the exclusive remedies for any third-party intellectual property claim, and nothing in this CPA or elsewhere will obligate Dell to provide any greater indemnity.

- B. Subject to the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act, Customer shall indemnify, to the extent allowed by law, Dell against any third-party claim resulting or arising from (1) Customer's failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Customer, or associated with non-Dell software or other components directed or requested by Customer to be used with, installed or integrated as part of the Products or Services; (2) Customer's violation of Dell's proprietary rights; (3) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Customer's violation or alleged violation of applicable export laws; or (4) Customer transferring or providing access to Excluded Data to Dell.
- C. Subject to the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act, each party shall indemnify, to the extent allowed by law, the other against any third-party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in the performance of its obligations under this CPA.
- D. The indemnified party will (a) promptly notify the indemnifying party in writing of any such claim and grant the indemnifying party sole control of the defense and resolution of such claim and (b) cooperate with the indemnifying party, at the indemnifying party's expense, in defending and resolving such claim. The indemnification provisions of this section shall be limited by the availability of lawful appropriation and consistent with the Tennessee Governmental Tort Liability Act as applied to Customer.

9. COMPLIANCE WITH LAWS

- A. Customer's purchase of Dell's Products or Services is for its own use, not for resale, export, re-export, or transfer. Customer is subject to and solely responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions, as well as comply with Dell's trade compliance policies. Customer's purchase may not be used, sold, leased, exported, re-exported, or transferred except with prior written authorization by Dell's trade compliance and/or legal teams and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory that is the subject or target of, economic sanctions of the United States and other applicable jurisdictions.
- B. Customer certifies that all items (including hardware, software, technology and other materials) it provides to Dell for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Dell is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Dell shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements.
- C. Dell's privacy policies explain how Dell treats personal information and protects its customers' privacy and can be found at Dell.com/privacy.

10. TERMINATION

Either party may terminate this CPA for convenience by providing at least 30 days prior written notice to the other or by providing timely written notice of non-renewal under Section 2. Either party may terminate this CPA, a SOW, or a Software Agreement (a) for a material breach of the CPA, SOW, or Software Agreement by the other party which is not cured within 30 days of the breaching party's receipt of written notice of the breach

Dell may terminate this CPA, a SOW, or a Software Agreement with 10 days' written notice if Customer does not make payment as required by this CPA or the applicable SOW or Software Agreement (where such payment is not subject to a good faith dispute). If this CPA is terminated for convenience (or not renewed), all then-existing SOWs and Software Agreements shall remain in force for their stated term and shall continue to be governed by this CPA. If this CPA or an SOW or Software Agreement is otherwise terminated, all rights and obligations of the parties under this CPA or the

terminated SOW or Software Agreement shall 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.

11. LIMITATION OF LIABILITY

- A. EXCEPT FOR CLAIMS RESULTING FROM A PARTY'S GROSS NEGLIGENCE, FRAUD, CRIMINAL CONDUCT OR WILLFUL MISCONDUCT, A VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CPA OR THE PRODUCTS OR SERVICES, OR FOR ANY OF THE FOLLOWING: (a) LOSS OF REVENUE, INCOME, PROFIT (IN EACH CASE, EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS), SAVINGS OR SHARE VALUE; (b) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK, OR THE RECOVERY OF SUCH; (c) LOSS OF BUSINESS OPPORTUNITY; (d) BUSINESS INTERRUPTION OR DOWNTIME; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.
- B. EXCEPT FOR CLAIMS RESULTING FROM THE A PARTY'S GROSS NEGLIGENCE, FRAUD, CRIMINAL CONDUCT OR WILLFUL MISCONDUCT, CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RESTRICTIONS ON USE IN AN ORDER OR SOFTWARE AGREEMENT, OR AS OTHERWISE SET FORTH IN THE APPLICABLE SCHEDULES, EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, ACTIONS AND CAUSES OF ACTION RELATED TO ANY DISPUTE (AS DEFINED BELOW) SHALL BE LIMITED TO THE AMOUNTS PAID DURING THE 12 MONTH PERIOD PRECEDING THE DATE THAT THE DISPUTE FIRST AROSE, FOR (i) THE PRODUCT THAT IS THE SUBJECT OF THE DISPUTE OR (ii) THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE, IN EACH CASE EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES.
- C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL DISPUTES AND CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, STATUTE, EQUITY OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR DELL'S SALE OF PRODUCTS OR SERVICES TO CUSTOMER, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12. ADDITIONAL TERMS

- A. **Independent Contractor Relationship; Assignment; Subcontracting.** The parties are independent contractors. Neither party will have any rights, power or authority to act or create an express or implied obligation on behalf of the other party except as specified in this CPA. Neither party's employees, agents, nor consultants shall be considered under any circumstances to be employees of the other party. Dell has the right to assign, transfer, subcontract, or delegate in whole or in part this CPA, or any of its rights, duties, obligations or liabilities provided that if it delegates or subcontracts its duties in providing Services, Dell shall remain responsible for the performance of such Services under this CPA. Customer may not assign or transfer this CPA without Dell's permission, which shall not be unreasonably withheld.
- B. **Excused Performance.** Neither party shall be liable to the other for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, provided that the other party is promptly notified in writing, and such party uses reasonable commercial efforts to resume performance. The failure of Dell, its affiliates or their subcontractors to perform their obligations under this CPA will be excused to the extent such non-performance is caused by the acts or omissions of Customer, its Affiliates, agents, contractors or other third parties. This Section shall not relieve either party of its obligations under this CPA (including payment), but rather will only excuse a delay in performance.
- C. **Personnel.** If Customer submits a written notice (with details of Customer's concerns) request to Dell to discontinue immediately or as of a certain date from using a particular individual or subcontractor (whether an individual or entity) to provide services under this CPA, Dell will work to quickly comply with the request and notify Customer of the steps to be taken to address the request; and, Customer understands and acknowledges that any change that may occur as a result of the request may have an impact on the timing and availability of the services and products that are impacted by any such change.

- D. **Excluded Data.** Customer acknowledges that Products and Services provided under this CPA are not designed to process, store or be used in connection with any of the following categories of data: (i) data that is classified and/or used on the U.S. Munitions list, including software and technical data; (ii) articles, services and related technical data designated as defense articles and defense services; (iii) ITAR (International Traffic in Arms Regulations) related data; and (iv) other personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices or by law (collectively referred to as "**Excluded Data**"). Customer is solely responsible for reviewing data that will be provided to or accessed by Dell to ensure that it does not contain Excluded Data.
- E. **U.S. Government Restricted Rights.** The software and documentation provided with the Products and Services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein. Contractor/manufacturer of Dell-branded Products is Dell, One Dell Way, Round Rock, Texas 78682.
- F. **Governing Law.** This CPA and any related SOW(s) and Software Agreements, and ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "**Dispute**") will be governed by the laws of the State of Tennessee, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- G. **Venue.** The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in the State of Tennessee. The parties agree to submit to the personal jurisdiction of such courts and waive any right to have any Dispute resolved in any other venue. If any party breaches this provision by filing in any other court, the breaching party will owe the non-breaching party all their attorneys' fees and costs incurred in response to that breach.
- H. **Limitation Period.** NEITHER PARTY SHALL BE LIABLE FOR ANY CLAIM OR DISPUTE FILED MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.
- I. **Dispute Resolution.** Customer and Dell will attempt to resolve any Dispute through negotiation. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- J. **Attorneys' Fees.** In any Dispute, each party will bear its own attorneys' fees and costs.
- K. **Notices.** Notice to Dell under this CPA or any related Order must be in writing and sent by registered or certified mail (postage prepaid first-class mail and return receipt requested) by overnight delivery service or by electronic mail to the address below, to be effective upon receipt.
- Dell Marketing L.P., Attn: Contracts Manager
One Dell Way, Round Rock, Texas 78682
Dell_Legal_Notices@dell.com
- Wilson County Schools
Deputy Director of Schools
415 Harding Drive
Lebanon, TN 37087
- L. **Entire Agreement; Order of Precedence; Severability.** This CPA, including its Schedules, attachments and Orders, each of which is incorporated in this CPA for all purposes, constitutes the entire agreement between the parties concerning the subject matter of this CPA. There are no representations, understandings or agreements, written or oral, relative to this CPA that are not fully expressed in this CPA. In entering into this CPA, neither party is relying upon any representations or statements of the other that are not fully expressed in this CPA; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this CPA. In the event of a conflict or ambiguity between the terms of this CPA, a Schedule, or an Order, the terms will take precedence in the following order: the Order, the Schedule, and

this CPA. In the event of a conflict or ambiguity between the terms of this CPA, a Software Agreement, or an Order, the terms will take precedence in the following order: the Order, the Software Terms, and this CPA. Notwithstanding the foregoing, any preprinted terms on Customer's purchase order shall be of no force or effect. Modifications to this CPA will be made only through a written amendment signed by both parties. If any provision of this CPA, or any Schedule or SOW is found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this CPA or the affected Schedule or SOW will remain in full force. No rights may arise by implication or estoppel, other than those expressly granted herein.

By their signatures below, Dell and Customer agree to the terms and conditions in this CPA:

Dell Marketing L.P. ("Dell")

By:

Amanda Elizabeth Hudson
Signature

Amanda E. Hudson

Printed Name

Contracts Manager

Position

March 28, 2019

Date

Wilson County Board of Education ("Customer")

By:

Donna L. Wright
Signature

Donna L. Wright

Printed Name

Director of Schools

Position

3-22-19
Date

By:

Larry Tomlinson
Signature

Larry Tomlin

Printed Name LARRY TOMLINSON

Chairman of the Board

Position

3/22/19
Date

Product Schedule to Customer Purchase Agreement

1. **General.** This Product Schedule ("Schedule"), in addition to the Customer Purchase Agreement ("CPA"), into which this is hereby incorporated, states the terms for Orders for Products and Hardware Services by Customer from Dell. Unless otherwise defined in this Schedule, capitalized terms herein shall have the meaning defined in the CPA.
2. **Prices.** The prices charged for Products purchased under this Schedule shall be the fixed price for Standard Configurations as specified in Exhibit A to this Schedule or as otherwise quoted by Dell. Additional charges will apply if Customer requests Hardware Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Hardware Service.
3. **Shipping Charges; Title; Risk of Loss.** Shipping and handling charges are not included in Product prices unless expressly indicated at the time of sale. Title to Hardware passes from Dell to Customer upon shipment. Delivery of Software is FOB Origin. Loss or damage that occurs during shipping (including returns) is the responsibility of the party that selected the carrier. Shipping and delivery dates are estimates only. Customer must notify Dell within 5 days of the invoice date if Customer believes any part of its order is missing, wrong, or damaged.
4. **Hardware Returns, Exchanges and Repairs.** Customer agrees to Dell's return policy at Dell.com/returnspolicy. Before returning or exchanging Hardware, Customer must contact Dell to obtain an authorization number for the return. Customer must return Hardware in its original or equivalent packaging, and Customer is responsible for risk of loss and shipping and handling fees. Additional fees may apply. If Customer fails to follow the return or exchange instructions, Dell will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Customer's purchase. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned. Title to returned or exchanged Hardware shall pass to Dell upon receipt at the specified Dell facility.
5. **Cancellation of Order.** Customer may change or cancel an order for Dell-branded Products only up until the time Dell begins manufacturing the Products. Otherwise, Customer may change or cancel an order as set forth in the applicable Dell quote or as expressly agreed by both parties.
6. **Exclusions.** Hardware Services do not include preventive maintenance or repairs required due to (a) software problems; (b) alteration, adjustment, or repair of the Hardware by anyone other than Dell or Dell's representatives; (c) accident, misuse, or abuse of the system or component (such as fire, water leakage, use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) that have not been caused by Dell; (d) moving of the system from one geographic location or entity to another; or (e) an act of nature.
7. **Suspension of Hardware Services.** Dell may suspend Hardware Services if Customer purchased the Hardware Services through a reseller and the agreement between Customer and such reseller expires or is terminated, or Customer's reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer.
8. **Limited Warranty.** The limited warranties for Dell-branded hardware shall be as stated in the documentation provided with the hardware. If there is no such documentation, then the warranties shall be as stated at Dell.com/warrantyterms. Dell warrants that Hardware Services shall be performed in a good and workmanlike manner. Customer's exclusive remedy and Dell's sole obligation for any breach of any Hardware Services warranty shall be for Dell to re-perform the non-conforming Hardware Services.

Exhibit A to Product Schedule
Special Pricing Structure for Fixed Configurations

Special Pricing. During the Special Pricing Period, the referenced/attached Dell Configurations will be available to Customer for Customer's direct purchases from Dell and only for Customer's own internal use at the stated prices (for purchases from and delivered within the United States). Customer may only use such purchased items for its' own internal business uses and the purchases may not be sold, transferred, leased, or otherwise provided to any other entity or individual. The stated prices are fixed prices for the specific Dell Configurations and may not be aggregated or combined with any other discounts for which Customer may be eligible. In addition, the pricing terms set out above only apply to the specific Dell Configurations and any modifications or other items will be quoted by Dell for acceptance by Customer or otherwise as agreed in writing by Customer and Dell.

The Dell Configurations may be revised as mutually agreed without amending the contract, via mutually agreed quotations through the online electronic ordering portal made available for use by Customer.

Quarterly Reviews and Product Transition. Dell's account team will meet with Customer on a quarterly basis to review pricing, as well as Customer's purchased volumes and purchase forecasts. If an above Dell Configuration reaches the end of its life cycle during the Special Pricing Term, Dell will continue to work with Customer to develop a plan for a smooth transition to a comparably configured (specifications and functionality at or above the overall system levels of the discontinued Dell Configuration). The prices for any future configurations offered to Customer are subject to change for: (i) any factor external to Dell that may have a material impact on Dell's business operations or supply chain (ii) in the event of structural or significant changes in the way Dell develops its list pricing; (iii) if key vendors to Dell significantly change their pricing structure to Dell; or (iv) if Customer breaches or otherwise materially fails to comply with its commitments under this Agreement. In the event of a pricing change (whether a reduction or an increase), the new pricing will apply only to future orders placed by the Customer, and the new pricing will be subject to acceptance and approval by Customer through orders through Customer's electronic ordering portal or by a formal amendment to this agreement.

Technology Changes. As technology changes rapidly in our industry, with new products and revisions coming in to the marketplace on a regular basis, Dell's policy is necessarily one of product update and revision. Dell may revise and discontinue products (including components thereto) at any time without notice. In the event a product is discontinued, Dell will provide a product of the same or greater functionality, providing the product is available as part of Dell's standard product listing. Should the original product be discontinued before the replacement product has reached price parity with the original product, Dell reserves the right to re-negotiate prices for the products.

Exhibit A to the Product Schedule
Special Pricing Structure for Catalog Offers
Discount Structure

For general purchases, Dell will provide the minimum discounts identified below for select offerings generally described in the below table. The discounts are based on Dell's then current retail pricing and Dell reserves the right to change the retail pricing (which would also change the discounted selling price) at any time to apply to future orders.

Discounts: Product classifications and Categories may be changed by Dell without notice.

Discount Category	Product Classification	Minimum Discount off Dell Retail Price
A	PowerEdge Departmental Servers, PowerApp Appliance Servers, PowerVault Storage Products, Precision Workstations, Selected Dell/EMC; Selected OptiPlex Desktops and Selected Latitude Notebooks, VxRail	11.5%
F	Toner; Third-Party Printers through Dell S&P	No discount
H	Value Latitude, OptiPlex , Workstation, Future Products to be Determined	5%
M	3rd Party Software & Peripherals – Mainstream Products	5%
O	Selected Service on PowerEdge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus, Business Care Plus-On-Site Service (all years)	13%
R	On-Site Service – NBD On-Site Service (Extended years), Critical Care On-Site Service (all years)	14.5%
S	Selected Promotional Offers; Inspiron; Selected Latitude, SC PowerEdge; Selected Dell/EMC Branded Peripherals/Imaging; Power Connect, Axim, Projector, Printer	2%
X	Software and Peripheral (S&P) Specific, Non-discountable Products	No discount
ZS	Non-Discountable Service	No discount

Dell's current published retail price list is available at <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>

In the event customers purchasing products and services receive more advantageous pricing based on the customer's requested solutions or participate in special promotional offers (included those that provide additional discounted or specially priced and bundled options), the above discounts will not be applicable. The final customer-accepted Dell Quote or Dell procurement response will contain the applicable pricing and other details for the ordered individual offerings or for bundled offering configurations or special offers. Customer understands that the bundled offering or special promotional offerings may include other discounted or reduced cost or no additional cost products and services and the Customer may compare the bundled offering and any additional services to the line item pricing and minimum discounts to the Dell retail price list.

Services Schedule to Customer Purchase Agreement

1. **General.** This Services Schedule ("Schedule"), in addition to the Customer Purchase Agreement ("CPA"), into which this Schedule is hereby incorporated, states the terms for Orders for Professional Services under the CPA.
2. **Orders.** An Order for Professional Services may be (a) in the form of an SOW or other order form executed by the parties; (b) as agreed to by Customer via a Dell online ordering process; or (c) a Customer purchase order for those Professional Services described in Service Descriptions at Dell.com/servicecontracts/global as of the date Dell receives the purchase order. For orders described in the preceding subsection (c), the Service Descriptions shall be deemed incorporated into the Order and preprinted terms on the purchase order shall not apply.
3. **Charges.**
 - A. **Billing.** Professional Services shall be billed at the rates stated in the SOW, which shall either be (a) per-hour or per-eight hour day ("Time and Materials") or (b) a fixed price for the tasks to be performed and deliverables to be provided ("Fixed Price"). The hours or days stated in a Time and Materials Services SOW are a good faith estimate of the time required to perform the Professional Services described in the SOW, but not a commitment to complete them in that amount of time. However, Dell will only perform Professional Services beyond the contracted hours on the written authorization of Customer. Additional charges will apply if Customer requests Services that are performed outside of contracted hours or are beyond the normal coverage for the particular Service.
 - B. **Travel Expenses; Taxes.** Unless otherwise stated in an SOW, Customer shall (i) reimburse Dell for actual, reasonable travel-related and other out-of-pocket expenses incurred in connection with any Services and (ii) pay any applicable sales, use, or other taxes Dell is required to collect in connection with the Services, except that Dell shall be responsible for its franchise, property, and employment taxes and taxes based on its net income.
 - C. **Cost of Living Adjustment.** This Section 3.C shall apply to SOWs with a term longer than 1 year. Dell may adjust prices on any anniversary of the effective date of such an SOW if on such date the ECI (as defined below) is higher than it was on the immediately preceding anniversary date. The permitted price adjustment shall be calculated by multiplying the then-existing price(s) by a factor equal to the new ECI divided by the immediately preceding ECI, minus one. Each price adjustment shall remain in effect until the next permitted adjustment.

For purposes of this Schedule, "ECI" means the Employment Cost Index, Total Compensation, Not Seasonally Adjusted, Private Industry for Professional, Specialty and Technical Occupations published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceases to be published, then another comparable measure agreed to by Dell and Customer.
4. **Warranty.** Dell warrants that the Professional Services shall be performed by qualified personnel in a workmanlike manner consistent with or superior to good practice in the US information technology services industry. Customer's exclusive remedy and Dell's sole obligation for any breach of foregoing warranty shall be for Dell to re-perform the non-conforming Professional Services at no charge or cancel the fees applicable to the non-conforming Services. All breaches of the warranty stated in this Section must be reported within 30 days of the performance of the Services.
5. **Suspension of Professional Services.** Dell may suspend Professional Services if Customer purchased the Professional Services through a reseller and the reseller is delinquent on its payment obligations to Dell due to nonpayment by Customer. If Professional Services is purchased through a reseller and the agreement between Customer and such reseller expires or is terminated prior to the end of a SOW, the terms between Customer and the reseller to which Dell is a third party beneficiary shall remain in force as between Dell and Customer.
6. **Intellectual Property.** During the course of providing Professional Services, Dell may create and provide to Customer items including, but not limited to documents, designs, computer code, know-how, and methodologies which are protected by the intellectual property law of the United States, Canada, or the location in which the Professional Services are being provided ("IP"). Subject to payment in full, Customer is hereby granted a perpetual, irrevocable (except for non-payment), non-transferable, non-sublicenseable license to use the IP and any pre-existing Dell intellectual property that may be provided to Customer as part of the Professional Services ("Pre-existing Dell IP") for non-commercial purposes to manage its and its Affiliates' internal business operations. Except as may otherwise be expressly stated in an SOW, Dell shall have sole and exclusive ownership of all IP, except (a) Customer shall retain all its rights in any Customer information or pre-existing intellectual property that may be contained in the IP and (b) Dell may not disclose or distribute the IP to any third party unless it first removes any such Customer information or intellectual property. Other than the license granted to Customer in this Section, Dell shall retain all rights and ownership in all Pre-existing Dell IP.

IMPORTANT NOTICE

**THE FOLLOWING RFP ENVELOPE COVER SHEET MUST
BE COMPLETED ENTIRELY AND BE ATTACHED TO THE
OUTSIDE OF YOUR SEALED RFP ENVELOPE.**

**FAILURE TO COMPLY WITH THIS REQUEST WILL RESULT
IN YOUR BID BEING DISQUALIFIED.**

THANK YOU FOR YOUR ATTENTION TO THIS MATTER.

(ENVELOPE COVER SHEET)

RFP NUMBER: 2019-02

WILSON COUNTY BOARD OF EDUCATION
Digital Transformation Goods and Services

RFP RECEIPT/OPENING DATE & TIME
2:00 PM - Thursday, November 15, 2018

Corporation/Business License Number: _____

Classification: _____

License Expiration Date: _____

VENDOR NAME: _____

VENDOR CONTACT: _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE (____) _____ FAX (____) _____

EMAIL: _____

Wilson County Schools
Dr. Donna Wright, Director



415 Harding Drive, Lebanon, TN 37087
Telephone: 615.444.3282
Fax: 615.449.3858
www.wcschools.com

October 30, 2018

Request for Proposal

Sealed proposals will be received by the Deputy Director of Schools for the Wilson County School District, Lebanon, Tennessee, for Digital Transformation Goods and Services.

Proposals will be accepted until 2:00 PM on November 15, 2018 at the Board of Education Wilson County Schools, 415 Harding Dr, Lebanon, 37087 Tennessee, at which time they will be opened.

The Wilson County School District reserves the right to accept or to reject any or all proposals and to waive any formalities. The District also reserves the right to accept the bid considered most advantageous to the Wilson County School District.

Thank you for your participation in this bid effort.

Sincerely,

Mickey Hall
Deputy Director of Schools

RFP Contacts

If you have any questions relating to this RFP, please contact Tom Waller, the contact details are below:

Name:	Tom Waller, Technology Director
Company	Wilson County Schools
Name:	
Contact	Tom Waller – 615-642-6701
Number:	
Fax Number:	(615) 449-3858
Email:	waller1@wcschools.com

Categories:

A. CONFIDENTIALITY

Provider information will be kept confidential as allowed by Tennessee law. By accepting this RFP, the Provider accepts all the terms in this section. Any information supplied by Wilson County Schools to the Provider will not be released to any third party without written permission by an authorized member of Wilson County Schools.

Wilson County Schools is under no obligation to return any information presented as part of the Provider's response to this RFP.

B. EVALUATION CRITERIA

Wilson County Schools will review all responses submitted by the due date.

The evaluation will include, but is not limited to, the following:

1. Pricing 35%
2. Provider's qualifications 15%
3. Provider's ability to demonstrate that the core aspects of the RFP requirements can be met or exceeded. 15%
4. Completeness and quality of Provider's RFP response 10%
5. Warranty and support 15%
6. Asset tagging and reporting 10%

C. OBJECTIVE

The purpose of this bid is to allow the Wilson County School District to establish a long-term purchasing agreement with a single supplier that best fits Wilson County Schools' needs. The awarded vendor will accept to allow Wilson County Schools to purchase any goods or services that are included in the awardees current and future catalogs of goods and services.

The initial bid period is for 5 years beginning on the contract award date with an option to extend the contract for another 5 years. The contract renewal process will include a contract pricing and services review and a mutual agreement between Wilson County Schools and the awarded vendor. If, at any time, the supplier is unable or unwilling to provide product or service as outlined in the bid, the School District, at its discretion, will have the option to terminate the agreement. Wilson County Schools is not obligated to purchase a set amount per year or for the duration of the contract period.

D. ACCEPTABLE RESPONDENTS

Bid proposals will be accepted from OEM manufacturers and resellers. OEM responses are preferable. All respondents must bid Enterprise Class equipment and no retail or user class equipment can be bid or substituted from the included equipment specs.

Please respond to all sections/categories with a detailed description of the product requested **(Please respond to each lettered category)**. All responses must be returned with each section, in order, listing the letter of the guidelines and for the equipment the response would be the letter followed by the number like example below.

i.e.: R. Equipment Categories

1. Minimum Laptop configuration (detailed description of the product requested)
2. High End Laptop configuration (detailed description of the product requested)

(If you do not provide a particular service described then you must state such)

E. EQUIPMENT AND SERVICES ORDERING

School District orders for equipment and services will be made on a random basis during the year. All orders will be placed by the district's Finance Department utilizing purchase orders that will be mailed, faxed or ordered online to the awarded vendor for the beginning period. Individual itemized invoices will be required for each purchase order available by mail and electronically. Vendors responding are required to be able to accept orders directly from Wilson County Schools Finance Department or designated Technology Department Contact and this capability shall be furnished by the vendor at no charge to Wilson County Schools.

Vendor must respond with pricing or technical information requested by a School District representative within twenty-four (24) business hours on requested pricing or technical information for system configurations or individual items made via telephone, FAX, or E-mail. Unless otherwise agreed to by both parties.

Vendor will supply designated points of contact for communication of problems and needs. A listing of equipment description, serial numbers, and delivery point will be furnished to the Supervisor of Finance and Administration or designated Technology Department Contact of Wilson County Schools.

"On Line" Internet tracking of School District purchase orders, unit order, order status, shipping status, delivery information including whom and when signed for upon delivery, complete invoice information, complete unit description including unit configurations, and tracking of warranty/support repair items and history of repair is highly desirable. These requirements may be furnished by the manufacturer, vendor or through the shipping company or through all of the above means. Once awarded, future quotes and invoices must list our contract number. Awarded vendor will verify during the length of contract/contracts that product meets Wilson County Schools needs as Enterprise Class equipment where available and any item/items purchased are eligible under the awarded contract.

F. SHIPPING

It is required that shipments of equipment from your facility be made within 30 working days after receipt of our purchase order. Shipments are to be delivered to individual school locations as directed on the purchase order. All shipping and handling charges of original equipment and all warranty items must be included in the published bid pricing.

G. INSTALLATION

School District personnel will be utilized to install equipment unless otherwise notified for large projects. Proposal participants must include separate pricing for desktop computer installation which will include i.e.: unloading/unpacking, setup, and asset recording/tracking. In the case of units being replaced, existing units will be evaluated by a representative of Wilson County Schools Technology Department. This price will include the removal of all packing materials and the retention of any documents, software or items to be used with the equipment. All items will then be turned over to school system personnel. All installation charges should be included and noted as “add-on” expense and should not be included in the submitted base unit bid pricing.

H. SOFTWARE IMAGING

The computer supplier must be able to install custom imaged hard drive configurations (supplied by the school district) on any ordered system when requested. Any imaging charges must be outlined in your bid proposal. These charges should be included and noted as “add-on” expense and should not be included in the submitted base unit bid pricing. The vendor submitting this bid will image the ordered systems upon request. Wilson County Schools will work with the OEM supplier to customize this image for our environment.

I. SOFTWARE COMPATIBILITY

Systems are guaranteed to be fully compatible with MS Windows or other OS systems such as a Chrome environment.

J. FACTORY TESTING

The computer supplier must have a process to certify each system to be in full working condition prior to shipment to School District sites.

K. WARRANTY REPAIR AND SUPPORT

Each computer system must be bid to include a three (3) year next business day on-site parts and labor warranty after initial remote troubleshooting session. Except where system is identified as mission critical and requires a 4 hour response time. On site labor warranty repair must include internal components with the vendor having the option to direct ship via next business day any external components for the school district's personnel to replace and return. Furthermore, the vendor must be able to supply replacement parts for each system for a total of five (5) years (minimum) or equal to or better than replacement parts after the invoice date. The School District will be responsible for charges of replacement parts after the warranty period. The district's Technology Department personnel must be provided 24 business hours, seven days per week telephone technical support for the duration of the warranty period. Support should also include on-line and/or chat technical support for parts, ordering and tracking. The Wilson County School District's Technology Department must have the option of repairing the computer system in-house. The vendor must supply to the School District documentation outlining the vendor's user maintenance program allowing the School District to be compensated for performing warranty repairs. Certification fees or membership fees must be provided by the vendor. Warranty parts ordered by 1:00pm Central time must be processed and shipped to allow next business day delivery from the time of vendor/School District communications. Shipping charges or return arrangements for warranty parts and defective parts are the responsibility of the equipment supplier.

L. ACCIDENTAL DAMAGE WARRANTY

Wilson County Schools is requesting pricing on Accidental damage Warranties and specifications. Please list the pricing for 3, 4, and 5 year and any limits or restrictions to this coverage.

M. PRICING

Submitted bid pricing is to represent today's pricing of the specific model being offered. This pricing must relate in some defined way to a published referenced price for the item available on the vendors website and discount for the bid response must be in discount percentages off of MSRP. Using the defined pricing formula, Wilson County School District personnel must be able to access and calculate current pricing for any current computer configuration available from your company. This bid is not limited to computer equipment and may include all products and services offered by the vendor/manufacturer.

N. ADDITIONAL OPTIONS FOR PROCURING OFFERINGS FROM VENDOR:

To the extent authorized under applicable laws of the State of Tennessee and any applicable local governmental entity laws, public entities (Eligible Customers) who are authorized to purchase offerings (products and services) from Vendor under this RFP may elect to use PCaaS (PCs as a Service), financing, or leasing options that will be subject to separately negotiated agreements between each such Eligible Customer and Vendor's Financial Services L.L.C., the Vendor affiliated entity authorized to provide such options.

O. CUSTOMIZED ONLINE RESOURCES

It is required to have an online customized location available to allow Wilson County School District personnel access to specific information. This information should include current model offerings in all categories outlined in this bid along with additional predetermined options available. These upgrade options may be listed as individual upgrade items or specific upgraded models. In addition, the ability to configure, price, and purchase online should be available. There should be an option for the status and tracking of all orders and management reporting and history for the equipment.

Note: All pricing in this customized equipment listing must be verifiable using the defined pricing guidelines previously outlined. Only district Finance and Technology Department personnel need access to verify correct current price listings and online purchasing.

P. SECURITY SUITE:

Respondent must list all items in the Security Suite and include the suite's software manufacturer. The Security Suite must be able to prevent virus and malware as well as provide encryption and all licensing must be of a perpetual agreement. Three year software support must be included on the initial purchase. Reporting and management of the suite must be web based for 24/7 access. Security solution must be proven to be lightweight and not interfere with everyday normal computer use. Vendor agrees to train Wilson County Schools Technology personnel free of charge for the management and serviceability of the security suite. Proposed security suite and all aspects of the suite must not be on a banned list with any Local or Federal Government entity and all hardware components, no matter the supplier, must be free of hardware, malware or spyware.

Q. ASSET TRACKING

Respondent must include the following for all devices:
Items must be asset tagged at the manufacturer (Wilson County Schools will provide the number range)
Approved label will be furnished by the manufacturer.
Asset report - to be sent at time of shipment in CSV format.

Items to be included on asset report:
Wilson County School Asset Tag Number
Manufacturer Serial Number
Wilson County School Purchase Order number
Device Model Number
ALL MAC Addresses (Wired and Wireless)

Chromebook Requirements
White Glove Service which includes:
All previously mentioned asset requirements.
Google licenses included in pricing along with enrollment in Wilson County Schools Google domain.

R. EQUIPMENT CATEGORIES

Bid pricing will be required for equipment in each of these 10 categories:

1. Minimum Laptop configuration
2. High End Laptop
3. Minimum All-In-One (AIO) computer configuration
4. High End Desktop either AIO or tower
5. Workstation preferably Autocad Certified
6. Minimum Chromebook (with domain enrollment and Google license)
7. High End Chromebook (with domain enrollment and Google license)
8. Minimum Server configuration
9. High End server configuration
10. Hardware for VM Environment

The following specifications represent what the Wilson County School District considers typical for the various categories utilizing today's technology. Actual orders will be placed for Digital Transformation Goods and Services in the various categories using prevailing specifications at the time of the order.

Note: Line items in categories 1-7 shall be a quantity of 1 unless noted elsewhere in the description. Categories 8-10 have the line item quantities listed at the end of the line item description and respondents must list their quantities for each item. To acquire volume pricing, please quote the following quantities per system for category R.

Systems 1-7 quote a quantity of 100 units each.

Systems 8 and 9 quote a quantity of 10 units each.

For system 10 VM environment quote a quantity of 1.

1. Minimum Laptop configuration

Intel Core i5-7200U Processor (Dual Core, 3M Cache, 2.5GHz,15W)
Win 10 Pro 64 English
Security Suite Enterprise Class, 3 Years
Intel(R) Core(TM) i5-7200U Processor (Dual Core, 3M Cache, 2.5GHz,15W), Integrated Intel HD 620 Graphics
8GB, 1x8GB, DDR4 Memory
M.2 128GB SATA Class 20 Solid State Drive
Non-Touch WLAN LCD Cover with HD Camera
14" HD (1366x768) Non-Touch Anti-Glare, Camera & Microphone, WLAN Capable
Non-Backlit Keyboard (English)
Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1
3 Cell 42Whr
65 Watt AC Adapter
Waves Maxx Audio
Intel Core i5 Processor Kabylake Label
Onsite Service After Remote Diagnosis, 3 Year
Accidental Damage Service, 3 year
Custom Asset Tag
Custom Asset Report

2. High End Laptop

Intel Core i7-8550U Processor (Quad Core, 8M Cache, 1.8GHz,15W)
Intel(R) Core(TM) i7-8550U Processor (Quad Core, 8M Cache, 1.8GHz,15W), AMD Radeon(TM) 530 Graphics
16GB, 1x16GB, 2400Mhz DDR4 Memory
M.2 256GB SATA Class 20 Solid State Drive
Touch WLAN LCD Cover with IR Camera
14" FHD WVA (1920x1080) Embedded Touch, IR Camera & Microphone, WLAN Capable
Backlit Keyboard (English)
Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1
3 Cell 42Whr Battery
65 Watt AC Adapter
Waves Maxx Audio
8th Generation Intel(R) Core(TM) i7 Processor Label
No Additional Hard Drive
Onsite Service After Remote Diagnosis, 3 Year
Accidental Damage Service, 3 year
Custom Asset Tag
Custom Asset Report

3. Minimum AIO computer configuration

Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W);
8th Gen Intel Core i5 vPro processor label
supports Windows 10/Linux
Win 10 Pro 64 English
Security Suite Enterprise Class
8GB (2X4GB) 2666MHz DDR4 Non-ECC
SSD as first boot drive
M.2 128GB SATA Class 20 Solid State Drive
No Additional Hard Drive
Intel Integrated Graphics
Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with MU-MIMO + Bluetooth 5
Intel Wireless 9560 2x2 vPro Driver
23.8" FHD 1920x1080 IPS Non-Touch Anti-Glare
Camera, Integrated Graphics
Waves Maxx Audio
Wired Multi-Media Keyboard Wired Mouse
Energy Star
Intel vPro Technology
Onsite Service After Remote Diagnosis, 3 Year
Accidental Damage Service, 3 year
Custom Asset Tag
Custom Asset Report

4. Workstation preferably Autocad Certified

7th Gen Intel Core i7-7700 (Quad Core 3.60GHz, 4.2Ghz Turbo, 8MB)	
supports	
Windows 10/Linux	1
Win 10 Pro 64 English	1
Security Suite Enterprise Class, 3 Years	1
AMD Radeon Pro WX 7100 w/8GB GDDR5	1
Touch Liquid Crystal Display	1
Articulating Stand for AIO	1
32GB (4x8GB) 2400MHz DDR4 Non-ECC	1
400-AQWG 256GB 2.5" 7mm SATA SSD Class 20	1
No Additional Hard Drive	1
No Raid	1
Wireless Keyboard and Mouse-KM717	1
Qualcomm QCA61x4A 2x2 801.11ac + Bluetooth 4.1	1
AIO Chassis - AMD Radeon Pro WX 7100 Touch	1
Intel Core i7 Processor Label	1
US Power Cord	1
Onsite Service After Remote Diagnosis, 3 Year	1
Accidental Damage Service, 3 year	1
Custom Asset Tag	1
Custom Asset Report	1

5. High End Desktop either AIO or tower

Intel Core i7-8700 (6 Cores/12MB/12T/up to 4.6GHz/65W);	
supports Windows 10/Linux	
Win 10 Pro 64 English	
Security Suite Enterprise Class	
16GB (1X16GB) 2666MHz DDR4 Non-ECC	
SSD as first boot drive	
M.2 256GB SATA Class 20 Solid State Drive	
No Additional Hard Drive	
Intel Integrated Graphics	
Intel Wireless-AC 9560, Dual-band 2x2 802.11ac Wi-Fi with	
MU-MIMO + Bluetooth 5	
Intel Wireless 9560 2x2 vPro Driver	
23.8" FHD 1920x1080 IPS Touch Anti-Glare	
Camera, Integrated Graphics	
Waves Maxx Audio	
Wired Multi-Media Keyboard Wired Mouse	
Energy Star	
Intel vPro Technology	
Onsite Service After Remote Diagnosis, 3 Year	
Accidental Damage Service, 3 year	
Custom Asset Tag	
Custom Asset Report	

6. Minimum Chromebook (with enrollment and Google license)

Internal Non-Backlit Keyboard (English)
Accidental Damage Service, 3 Years
Primary 3-Cell 42W/HR Battery
Intel Celeron N3060 Processor with 4GB Memory and 16GB eMMC
11.6" HD Non-Touch LCD
LCD Cover, Non-Touch (Black)
65 Watt AC Adaptor
Onsite Service After Remote Diagnosis, 3 Year
Accidental Damage Service, 3 year
Custom Asset Tag
Custom Asset Report

7. High End Chromebook (with enrollment and Google license)

Internal Non-Backlit Keyboard (English)
Accidental Damage Service, 3 Years
Primary 3-Cell 42W/HR Battery
Intel Celeron N3060 Processor with 4GB Memory and 16GB eMMC
11.6" HD Touch LCD
LCD Cover, Touch (Black)
65 Watt AC Adaptor
Onsite Service After Remote Diagnosis, 3 Year
Accidental Damage Service, 3 year
Custom Asset Tag
Custom Asset Report

8. Minimum Server configuration

2.5" Chassis with up to 8 Hot Plug Hard Drives	1
Internal Raid Controller	1
Intel Xeon Silver 4110 2.1G, 8C/16T, 9.6GT/s , 11M Cache, Turbo, HT (85W)	1
Intel Xeon Silver 4110 2.1G, 8C/16T, 9.6GT/ 11M Cache, Turbo, HT (85W) DDR4-2400	1
Standard Heat Sink	1
Standard Heat Sink for 2nd CPU	1
2666MT/s RDIMMs	1
Performance Optimized	1
Unconfigured RAID	1
PERC H740P RAID Controller, LP Adapter	1
Remote Access Controller Enterprise Class	1
Remote Access Controller Enterprise Class Digital License	1
On-Board LOM	1
Dual, Hot Plug, Redundant Power Supply (1+1), 550W	1
Performance BIOS Settings	1
UEFI BIOS Boot Mode with GPT Partition	1
Sliding Rails With Cable Management Arm	1
Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch, 3 Years	1
Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	1
8GB RDIMM, 2666MT/s, Single Rank	4
600GB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive	4
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord,	2
Custom Asset Tag	1
Custom Asset Report	1

9. High End server configuration

Chassis with Up to 12 x 3.5 Hard Drives for 2CPU Configuration	1
Intel Xeon Gold 5120 2.2G, 14C/28T, 10.4GT/s , 19.25M Cache, Turbo, HT (105W) DDR4-2400	1
Intel Xeon Gold 5120 2.2G, 14C/28T, 10.4GT/s , 19.25M Cache, Turbo, HT (105W) DDR4-2400	1
Standard 1U Heatsink	1
Standard 1U Heatsink	1
2666MT/s RDIMMs	1
Unconfigured RAID	1
PERC H740P RAID Controller, 8GB NV Cache, Adapter, Full Height	1
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	1
Remote Access Controller Enterprise Class	1
Remote Access Controller Enterprise Class Digital License	1
Riser Config 3, 2 x8, 3 x16 slots	1
Broadcom 57416 2 Port 10Gb Base-T + 5720 2 Port 1Gb Base-T, rNDC	1
6 Performance Fans	1
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1
Sliding Rails With Cable Management Arm	1
32GB RDIMM 2666MT/s Dual Rank	12
1.6TB SSD SAS Write Intensive 12Gb 512n 2.5in Hot-plug Drive,3.5in YB CARR,PX05SM,10 DWPD,29200 TBW	4
300GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, 3.5in HYB CARR	2
Intel X520 DP 10Gb DA/SFP+ Server Adapter, Low Profile	1
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2
Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch, 3 Years	1
Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	1
Custom Asset Tag	1
Custom Asset Report	1

10. VM environment hardware and software.

1	PWR200VRACK C13-C14 PDU RACK PWR CRD 2M N. AM EMC	2
2	INSTLCTRYUSAFR640F VxRail-500 USA SHIPMOD F EMC	1
3	TPM1.2MODULEAF VxRail-500 TPM 1.2 MODULE AF EMC	1
4	PS1100WPSF VxRail-500 DUAL HOTPLG 1100W PS F EMC	1
5	VXR-14G-MGR-DE-45 VxRail 14G SW Manager EMDL V4.5=MA EMC	1
6	SYS6401U1N10DNAF VxRail-500 1U1N 10x2.5 NVMe Capable AF EMC	1
7	RAILKIT1U1NHAF VxRail-500 A8 RRAILS 2-4 POST RACKS 1U1N AF EMC	1
8	2S8HPFANE560165GR VxRail-500 2S 8 HIGH PERF FAN 165W/GRT EMC	1
9	2SE560HSKDM165OL VxRail-500 2S E560 165WL HTK DIMM BLNK EMC	1
10	PR4110SV8C21AF VxRail-500 Intel CPU 4110 8C 2.1 GHz AF EMC	1
11	PR4110SV8C21AF-2 VxRail-500 Intel CPU 4110 8C2.1GHz2ndAF EMC	1
12	RISER640CNFG2DUAL VxRail-500 RISER R640 CONFIG2 LP EMC	1
13	INSTKITSFPAF HCIA INSTALL KIT 10GBE SFP+ AF EMC	1
14	NDCX710QP10GBSFP AF VxRail-500 NDC INTELX710 QP 10Gb SFP+ AF EMC	1
15	DSKLESSNVMECONFIGF VxRail-500 Diskless NVMe Configuration F EMC	1
16	CAPSATASSD192TBVX5 VxRail-500 CAPACITY SATA SSD 1.92TB1WPD EMC	4
17	SSD800GB10WPD25F VxRail-500 CACHESSD 800GB10WPD 2.5INCH F EMC	2
18	MEMLDIMM16GBAF VxRail-500 MEMORY 16GB RDIMM AF EMC	12
19	RDIMM2666INFO VxRail-500 FactoryOrd Rq 2666Mhz RDIMMs EMC	1
20	M-PSM-HW-DE14-3Y PROSUPPORT W/MISSION CRITICAL- HW 3 YEAR EMC	1
21	458-001-937 RECOVERPOINT FOR VM FOR 1-NODE HCIA EMC	1
22	456-111-959 RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB EMC	1
23	M-PSM-SW-D3-001 PROSUPPORT W/MISSION CRITICAL- SOFTWARE EMC	1
24	INSTLCTRYUSAFR640F VxRail-500 USA SHIPMOD F EMC	1
25	TPM1.2MODULEAF VxRail-500 TPM 1.2 MODULE AF EMC	1

26	PS1100WPSF VxRail-500 DUAL HOTPLG 1100W PS F EMC	1
27	VXR-14G-MGR-DE-45 VxRail 14G SW Manager EMDL V4.5=MA EMC	1
28	SYS6401U1N10DNAF VxRail-500 1U1N 10x2.5 NVMe Capable AF EMC	1
	Custom Asset Tag	1
	Custom Asset Report	1

PROPOSAL SUBMISSION

SUBMISSION DETAILS

The proposal is to be delivered to Wilson County Schools by November 15, 2018 by 2:00 PM

You must provide an electronic copy of the completed proposal to **Tom Waller** by the deadline, to be followed by a hardcopy addressed to Mickey Hall that must be postmarked by the submission deadline date.

Electronic copy Tom Waller Technology Director
 wallert@wcschools.com

Hardcopy Must be postmarked by submission deadline
 Mickey Hall, Deputy Director of Schools
 Wilson County Schools
 415 Harding Drive
 Lebanon, TN 37087

Please ensure that you have answered all the sections in this RFP, we will not accept any additional information after the Provider's response has been submitted. Please provide detailed answers but keep them as short and concise as possible.

Pricing section, please respond to the sections directly rather than providing references to external material.

RESPONSE STRUCTURE

The Provider shall respond to the RFP by completing the relevant sections in this document, signing any confidentiality agreement enclosed and supplying the mandatory supporting documents.

PROPOSAL COSTS

All costs relating to the preparation and submission of the Provider's response to this RFP shall be the responsibility of the Provider. Wilson County Schools' acceptance of the Provider's response in no way obligates it to purchase any products or services offered by the Provider.

PROVIDER QUALIFICATION

ABOUT THE PROVIDER

Please supply a brief description about your company.

[INSERT RESPONSE HERE]

PROPOSED PROJECT TEAM

Please provide information about the implementation team and departments involved in delivering the proposed solution to Wilson County Schools, and reference their experience with K-12.

[INSERT RESPONSE HERE]

REFERENCES

Please supply the name of three K-12 references.

PARTNERING

Provide the names of any partners that are relevant to this RFP. Please provide and describe their role in the response and any products and/or services the partner might supply.

Overall Package

In addition to bid pricing, a number of other variables will be considered in the selection process. Items such as method of access to ordering information, ease of configuring models to order, pertinent product information and even our ability to work with an assigned sales representative are examples of things to be considered when evaluating the total package. With this in mind, please supply as much information as you feel is needed to adequately reflect your total offering in the areas of customer service and product offering.

Counties, School Districts, municipalities, utility districts and other local governments may participate in cooperative purchasing agreements for procurement of supplies, services or construction. T.C.A. § 12-3-1009.

If you need clarification on any item in this bid, please contact Tom Waller at (615)642-6701 or by Email at waller@wcschools.com prior to specified bid opening.

COMPANY NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

AUTHORIZED SIGNATURE _____

**WILSON COUNTY BOARD OF EDUCATION
415 HARDING DRIVE
LEBANON, TN 37087**

VENDOR GUARANTEES, WARRANTIES, ETC.

I HAVE READ THE GENERAL TERMS AND CONDITIONS AND SPECIFICATIONS OF THIS BID SOLICITATION AND AGREE TO ABIDE BY SAME.

BID NUMBER & RECEIPT DATE OF BID

COMPANY NAME

VENDOR REPRESENTATIVE'S
SIGNATURE (MUST BE SIGNED)

REPRESENTATIVE'S AUTHORIZED TITLE

STATE/BUSINESS LICENSE NUMBER

LICENSE EXPIRATION DATE

WILSON COUNTY SCHOOLS
Donna L. Wright, Ed.D
Director of Schools



415 Harding Drive
Lebanon, Tennessee 37087
Tel: (615) 444-3282
Fax: (615) 449-3858

NON-COLLUSION AFFIDAVIT
RFP #2019-02 Digital Transformation Goods and Services

STATE OF TENNESSEE

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am the _____
(Typed or Printed Name) (Title)
of _____, the party submitting the foregoing Bid proposal ("the Bidder"). In
(Vendor Name)

connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or a sham.
3. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Bidder or anyone else to put in a sham Bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price, or that of any other Bidder, or to fix any overhead, profit or cost element of the Bid price, or that of any other Bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed this _____ day of _____, 20____ at _____
(City, County, and State)

I declare under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

(Signature) (Address)

(Typed or Printed Name) (City, County, and State)

Area Code and Telephone Number (_____) _____

WILSON COUNTY SCHOOLS
Donna L. Wright, Ed.D
Director of Schools



415 Harding Drive
Lebanon, Tennessee 37087
Tel: (615) 444-3282
Fax: (615) 449-3858

DRUG FREE WORKPLACE AFFIDAVIT

STATE OF _____
COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with the Wilson County Board of Education to provide services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer, who contracts with the state or any local government to provide services, to submit an affidavit stating that such employer has a Drug Free Workplace Program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. 50-9-113.

Further affidavit saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledges that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

My Commission expires: _____

**WILSON COUNTY SCHOOLS
415 Harding Drive
LEBANON, TENNESSEE 37087
615-444-3282**

October 30, 2018

NOTICE TO PROSPECTIVE VENDORS:

You have been identified as a supplier of Digital Transformation Goods and Services and we wish to invite you to bid with us.

Please refer to the attached "Request for Bids" and indicate your bid price, note all general conditions and specifications of this solicitation.

IMPORTANT: All bids must be sealed prior to mailing or delivery to the Wilson County Schools and clearly marked on the outside with the following information on the lower left hand corner of the Bid package.

STATE/BUSINESS LICENSE: _____

EXPIRATION DATE OF LICENSE: _____

We look forward to hearing from you, and should you have questions please telephone. Thank you for your interest in Wilson County Schools.

Respectfully,

**MICKY HALL
DEPUTY DIRECTOR OF SCHOOLS
WILSON COUNTY SCHOOLS**